



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 20, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 January 20, 2015


PATRICK O'GAWA
ACTING EXECUTIVE OFFICER

CONSULTANT SERVICES AGREEMENTS AS-NEEDED ENGINEERING DESIGN AND SUPPORT SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to approve and sign the consultant services agreements with AECOM Technical Services, Inc.; HDR Engineering, Inc.; and Willdan Engineering for a not-to-exceed fee of \$5 million each for as-needed engineering design and support services for a 3-year term with two 1-year renewal options.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor of the Board to sign the consultant services agreements with AECOM Technical Services, Inc.; HDR Engineering, Inc.; and Willdan Engineering for as-needed engineering design and support services for a 3-year term with two 1-year renewal options for a not-to-exceed fee of \$5 million each, for a combined total of \$15 million, to be financed from various Public Works administered funds. Option years will be exercised at the sole discretion of the County based on the level of satisfaction with the services provided. The term of each consultant services agreement shall commence on the date of the full execution of the agreement unless otherwise modified and shall extend for a period of 3 years from such commencement date. The expiration of the consultant services agreement is subject to the following condition: where services for a given project have been authorized by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

2. Delegate authority to the Director of Public Works or her designee to exercise the two 1-year renewal options on the above-referenced three agreements at the discretion of the Director of Public Works or her designee based upon the level of satisfaction with the services provided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action would augment Public Works' ability to rapidly obtain engineering design and support services that would enhance the development and accelerate the delivery of Public Works' programs and projects. In addition, the recommended action will expand the breadth of available expertise and provide the ability to meet project schedules during peak workloads.

On August 14, 2012, pursuant to Agenda Item 22, the Board authorized the Director or her designee to execute as-needed engineering design and support services agreements with Parsons Transportation Group, Inc.; KOA Corporation; and RBF Consulting, each for a 3-year term with two 1-year renewal options for a not-to-exceed fee of \$5 million with a total not-to-exceed amount of \$15 million. The consultant services were needed to augment existing County staffing resources due to the increase in revenue for the Road Construction Program as a result of the voter approval of Proposition 1B. The County's Road Construction Program is receiving additional revenue from several regional and State grant and discretionary funding programs. The County's Road Fund revenues are much more stable as a result of recent legislative actions. As such, the Board's approval is requested to continue to allow additional consultants to be used to augment existing staff in the streets and highways, bikeways, bridges, and pedestrians program areas. These services may also be utilized in the airports, flood control, sewer systems, transit systems, and waterworks systems program areas.

AECOM Technical Services, Inc.; HDR Engineering, Inc.; and Willdan Engineering will perform project identification/scoping, program development, project design, project management, scheduling, and other appurtenant support services under the supervision of Public Works.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1) by increasing our ability to manage fluctuations in workload in a responsive manner and provide responsive, efficient, and high-quality public services.

FISCAL IMPACT/FINANCING

Public Works has negotiated a not-to-exceed fee of \$5 million each with AECOM Technical Services, Inc.; HDR Engineering, Inc.; and Willdan Engineering for a total not-to-exceed amount of \$15 million, which represents the estimated cost to provide services over the 5-year period. The contract term shall commence upon the date of the full execution of the contract. It is expected that the initial 3-year term will start during Fiscal Year 2014-15 and conclude in Fiscal Year 2017-18. The two 1-year options, if exercised, would be operative during Fiscal Years 2018-19 and 2019-20, inclusive.

The total expenditures for this service, however, will not exceed the amount approved by the Board. Services may be ordered for and subsequently funded by various Public Works administered funds. Any expenditure from the General Fund will be included in the General Fund Budget for that fiscal year. Funds to finance the contract's optional years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed consultant services agreements have been approved, as to form, by County Counsel.

The award of consultant services agreements will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The standard consultant services agreement contains terms and conditions supporting the Board's ordinances, policies, and programs, including but not limited to: (1) County's Greater Avenues for Independence and General Relief Opportunities for Work, Board Policy No. 5.050; (2) Notice to Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; (3) Reporting of Improper Solicitations, Board Policy No. 5.060; (4) Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; (5) Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; (6) Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); (7) Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; (8) the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and (9) the standard Board-directed clauses that provide for contract termination or renegotiation.

The contracts with AECOM Technical Services, Inc.; HDR Engineering, Inc.; and Willdan Engineering include a cost-of-living adjustment provision in accordance with the Board policy that was approved on January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(5) of the California Environmental Quality Act Guidelines, the recommended action is an administrative activity and, therefore, does not constitute a project and is not subject to the requirements of the California Environmental Quality Act Guidelines. Appropriate environmental documents will be prepared when projects developed under these agreements are brought to the Board.

CONTRACTING PROCESS

On September 25, 2012, Public Works issued a Request for Proposals to 57 firms for as-needed engineering design and support services and also listed this contract opportunity on the County's Doing Business with Us website. A copy of the website posting is enclosed. On October 23, 2012, 15 firms submitted proposals. An evaluation committee, consisting of Public Works' technical staff, evaluated the proposals based upon the firms' technical expertise, proposed work plan, experience, personnel, qualifications and understanding of the work requirements, as outlined in the Request for Proposals. The evaluation committee selected AECOM Technical Services, Inc.; HDR Engineering, Inc.; and Willdan Engineering as the most qualified firms to provide the required services. Public Works negotiated a contract with each of these proposers for the services at compensation, which Public Works determined is fair and reasonable to the County.

AECOM Technical Services', Inc.; HDR Engineering's, Inc.; and Willdan Engineering's Community Business Enterprises participation data and 3-year contracting history with the County are on file with Public Works.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects as a result of authorizing the award of the recommended consultant services agreements. Authorizing the recommended consultant services agreements with AECOM Technical Services, Inc.; HDR Engineering, Inc.; and Willdan Engineering will facilitate the development and accelerate the delivery of Public Works' programs and projects by augmenting existing Public Works' staff.

CONCLUSION

Please return one adopted copy of this letter and two originals of each of the consultant services agreements to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER
Director

GF:JW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Department of Public Social Services
(GAIN/GROW Program)

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 20th day of January, 2015.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

AECOM TECHNICAL SERVICES, INC.,
hereinafter referred to as "Consultant",

County has determined that it is a matter of public convenience and necessity to engage the specialized services of Consultant to provide as-needed engineering and design support services.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in Attachment 1 dated January 20, 2015, which is attached hereto and incorporated into the Agreement by this reference. No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant up to an aggregate not to exceed fee of Five Million Dollars (\$5,000,000) in the manner set forth immediately below and according to the Consultant's cost proposal attached to this Agreement as Attachment 2.

County shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in Attachment 1 dated January 20, 2015, up to an aggregate amount of \$5,000,000. No payments shall be made prior to verification and approval by Director of any work. No payments shall be made prior to execution by County of this Contract. No work shall be performed by Consultant, and no payment obligation shall be incurred by County, prior to the execution of this Contract by County. Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's cost proposal (Attachment 4). Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Subject to the aggregate not to exceed fee of \$5,000,000, Supplemental Consultant Services may be required at County's discretion, upon prior written authorization by Director, and will be based on Consultant's cost proposal attached to this Agreement as Attachment 4.
- c. Cost of Living Adjustments (COLA) are provided, and the County shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to County employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange County, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this Contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the County's Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the Contract period which coincides with that fiscal year.

- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Agreement.
- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not be required to perform services which will exceed the Contract amount, scope of work, and Contract dates without amendment to this Agreement.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the Contract amount stipulated without amendment to this Agreement.
- g. Consultant will notify County when the Contract amount has been incurred up to 75% of the Contract total.
- h. As all projects will be located within the County of Los Angeles, mileage and travel-related expenses will not be reimbursed unless pre-authorized by the County Project Manager. If mileage is pre-authorized by the County Project Manager, mileage will be reimbursed at the current IRS rate. County will not reimburse Consultant for subsistence.
- i. ALLOWABLE COSTS AND PAYMENTS FOR THIS ON-CALL CONTRACT:
 - a. Specific projects will be assigned to the Consultant through issuance of Task Orders.
 - b. After a project to be performed under this Contract is identified by the County, the County will prepare a draft Task Order,

without a cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. The cost terms of the Task Order are subject to negotiation in accordance with the terms of the Contract. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the County and the Consultant.

- c. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal (Attachment 4). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable during the contract's three year term period as set forth in this Agreement, with the exception of Paragraph 3(c), above.
- d. In addition, the Consultant will be reimbursed for those non-salary related costs listed in the executed Task Order, but only to the extent that such costs are actually incurred by Consultant.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal and this Agreement, and shall be limited as specified in Paragraph 3(h), above.
- f. When milestone cost estimates are included in the approved Cost Proposal, the Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. The Consultant shall not commence performance of work or services until this Contract has been approved by the County, and written notification to proceed has been issued by the County's Contract Manager. No payment will be made prior to approval or for any work performed prior to approval of this Contract.
- i. A Task Order is of no force or effect until returned to the County and signed by an authorized representative of the County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the County.

- j. The Consultant shall provide the County's Contract Manager itemized invoices in triplicate for all services performed and claimed costs incurred. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due the County that include any equipment purchased under the provisions of Article 49, Equipment Purchase, of this Contract, must be reimbursed by the Consultant prior to the expiration or termination of this Contract. Invoices shall be mailed to the County's Contract Manager at the following address:

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS/NYDIA RIVAS

900 South Fremont Avenue, Alhambra, CA 91803

- k. The total amount payable by the County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Contract amendment.
- l. The total amount payable by the County for all Task Orders resulting from this Contract shall not exceed \$5,000,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this contract through Task Orders, or that Consultant will be issued any work under this contract.
- m. The County will make all reasonable efforts to timely reimburse Consultant after Consultant provides to the County's Contract Manager, and the County approves, an itemized invoice.
- n. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Manager.
- o. Consultant shall be required to complete and submit the following forms:
- DAS140 Public Works Contract Award Information
 - Checklist of Labor Law Requirements to the Contract
 - Fringe Benefit Statements

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director, or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term and Termination

- a. This Contract shall go into effect on January 20, 2015, contingent upon approval by County. Consultant shall commence work after written notification to proceed by the County's Contract Manager. The Contract shall end on January 19, 2018, unless extended by Contract amendment.
- b. The Consultant is advised that any recommendation for contract award is not binding on the County until the contract is fully executed and approved by the County.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project.
- d. The Contract includes 2 1-year renewal options, which may be exercised at the sole discretion of the County.
- e. Notwithstanding the above-referenced expiration date, if the County has authorized the Consultant to perform services on a given project prior to the stated expiration date, but ultimately such services are not completed by such stated expiration date, the expiration date of the Agreement shall be automatically extended until such services are completed to the satisfaction of the County, and automatically extended for that purpose only.
- f. County may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving thirty (30) calendar days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered but, in no event shall such reimbursement exceed the amounts set forth in the relevant Task Order. In the event of any such termination by County, Consultant shall provide to the County a termination report consisting of all drawings, specifications, reports,

and data accumulated to the date of such termination in a form capable of assimilation for use by County.

8. Ownership of County Materials

a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials. Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and

defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all County Materials: "© Copyright 2014 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will, however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

g. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, by County of the machine-readable information and data provided by Consultant under this contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by County of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.

h. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

i. County may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

j. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

9. Indemnification and Insurance

Consultant has selected one of the two alternative Indemnification and Insurance Provisions (attached) and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 BB Alternative 2 _____

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by County.

Consultant specifically recognizes and agrees that if County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend the Agreement. While County reserves the right to determine individually that the anti-discrimination provision of the Agreement has been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of the Agreement.

At its option, and in lieu of canceling, terminating, or suspending the Contract, County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. County and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant.

Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

12. County's Quality Assurance Plan

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

13. Assignment

This Agreement shall not be assigned without the prior written consent of County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this Agreement, or concerns, relates to, or is connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

15. Conflict of Interest

a. No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

b. Consultant shall disclose any financial, business, or other relationship with the County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

c. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

d. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal or any other solicitation developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime consultant or subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the County of the bid by the prime consultant in question.

17. Lobbying

Consultant and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may immediately terminate or suspend this Contract.

18. Gratuities, Rebates, Kickbacks Or Other Unlawful Consideration

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the Agreement or that Consultant's failure to provide such consideration may negatively affect County's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

Consultant shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee, or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, the County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

19. Employment of Laid-Off County Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the Contract value, require additional or replacement personnel to perform services under this Agreement other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

20. Consultant's Warranty of Adherence to County's Child Support Compliance Program

Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which County Board of Supervisors may terminate this Contract.

21. Consultant's Acknowledgment of County's Commitment to Child Support Enforcement

Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business. County's District Attorney will supply Consultant with the poster to be used.

22. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

23. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. County will refer GAIN/GROW participants by job category to Consultant.

24. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

25. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

26. County Rights

The County may employ, either during or after performance of this Agreement, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Agreement are in addition to any right or remedy provided by California law.

27. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Prevailing Wage Requirements

Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1720, and all Federal, State, and local laws and ordinances applicable to the work. Consultant must comply with all applicable prevailing wage requirements.

Prevailing wage rates may be accessed at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

Payroll Records Requirements

All Consultant's and sub-consultants whose services are applicable* to prevailing wage rates will be required to submit certified payrolls and labor compliance documentation electronically at the discretion of, and in the manner specified by, the

County. **Applicable Labor services are those conducted on the project site.*

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. The Consultant and its subconsultants will be given a log on identification and password to access the web-based labor compliance reporting system. Consultant shall upload their completed DAS140, Public Works Contract Award Information form and the Checklist of Labor Law Requirements prior to commencing work on the project onto the web-based system. The Fringe Benefit Statement form shall be completed and submitted with the first payroll record entered on the web-based system.

Use of the web-based system will entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. In addition, the Consultant may use payroll and accounting software that is capable of interfacing with the web-base system. The payroll and accounting software must be capable of generating a 'comma delimited file' or 'comma separated value (CSV) file' that will interface with the web-based system.

29. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

30. Consultant Responsibility and Debarment

a. A responsible consultant is a consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this contract. It is the County's policy to conduct business only with responsible consultants.

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with

the County.

c. The County may debar a consultant if the Board of Supervisors finds, in its discretion, that the consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

d. If there is evidence that the consultant may be subject to debarment, the Department will notify the consultant in writing of the evidence which is the basis for the proposed debarment and will advise the consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The consultant and/or the consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. The consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County's Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the a consultant has been debarred for a period longer than five years, that consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subconsultants of Consultant.

31. Debarment and Suspension Certification

a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

32. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

a. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a consultant or contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual

jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, consultant means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the County under the Agreement, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.

c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrates to the County's satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.

d. Consultant's violation of this Section of the Agreement may constitute a material breach of contract. In the event of such material breach, County may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. No Payment for Services Provided Following Expiration/Termination of Agreement

Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this

Agreement.

34. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County consultants to voluntarily post the County's, Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

35. Consultant Assignment

a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

36. Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Consultant acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

37. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Consultant to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Consultant pursuant to County Code Chapter 2.206.

38. Disadvantaged Business Enterprise (DBE) Participation

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. Consultant must meet the goal set in this Contract by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by County and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting County's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

39. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

a. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.

b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

c. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

40. Disadvantaged Business Enterprise (DBE) Participation

a. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

b. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.

c. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

41. DBE Records

a. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

b. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" CEM-2402F (Exhibit 17-F in Chapter 17 of the Local Assistance Procedures Manual), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the

final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

Prior to the fifteenth of each month, the Consultant shall submit documentation to the County's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the County's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

c. The Consultant shall also submit to the County's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans" Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the County's Contract Manager.

42. DBE Certification and De-certification Status

a. In all subcontractors with subconsultants, Consultant shall require that, if a DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of this Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Consultant shall report any such changes to the County's Contract Manager within 30 days.

43. When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

a. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

b. If the materials or supplies purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products,

steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

d. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

44. Cost Principles

a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

b. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the County.

45. Contingent Fee

a. The Consultant warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the County has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

46. Retention of Records/Audit

a. For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code section 8546.7; the Consultant, subconsultants, and the County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, the State Auditor, County, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

b. Subcontracts in excess of \$25,000 shall contain this provision.

47. Dispute Resolution Procedures

47.1 Consultant and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. Except for disputes concerning audits, all such disputes shall be subject to the provisions of this paragraph 45.

47.2 Consultant and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its sole and absolute discretion, determines should be delayed as a result of such dispute. County shall continue to pay sums not in dispute, during any such period of continued performance.

If Consultant fails to continue without delay its performance hereunder which County, in its sole and absolute discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Consultant or County as a result of Consultant's failure to continue to so perform shall be borne by Consultant, and Consultant shall make no claim whatsoever against County for such costs. Consultant shall promptly reimburse County for such Consultant costs, as determined by County, or County may deduct all such additional costs from amount due to Consultant from County, whether under this Agreement or otherwise.

47.3 In the event of any dispute between the parties with respect to this Agreement, Consultant and County shall submit the matter to County's Project Director or designee, and Consultant's Project Manager for the purpose of endeavoring to resolve such dispute.

- 47.4 In the event that County's Project Director or designee, and Consultant's Project Manager are unable to resolve the dispute within a reasonable time not to exceed fifteen (15) working days from the date of submission of the dispute, then the matter shall be immediately submitted to Consultant's Regional Manager and the County's Deputy Director of Public Works or designee. These persons shall have fifteen (15) working days to attempt to resolve the dispute.
- 47.5 If there is not a resolution of the dispute acceptable to both parties then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 47.6 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this paragraph 45, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meetings or by telephone, or in writing by exchange of correspondence.
- 47.7 Notwithstanding any other provision of this Agreement, County's rights to terminate this Agreement shall not be subject to this Dispute Resolution Procedure.

48. Audit Review Procedures

a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the County Auditor-Controller.

b. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the County Auditor-Controller of unresolved audit issues. The request for review will be submitted in writing.

c. Neither the pendency of a dispute nor its consideration by the County will excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.

d. Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local

government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the County Contract Manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by the County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of Contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

49. Subcontracting

a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County and any subconsultants, and no subcontract shall relieve the Consultant of their responsibilities and obligations herein. The Consultant agrees to be as fully responsible to the County for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the County's obligation to make payments to the Consultant.

b. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

c. The Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the County, except that which is expressly identified in the approved cost proposal.

Any substitution of subconsultants must be approved in writing by the County's Contract Manager prior to the start of work by the subconsultant.

50. Prompt Payment of Funds Withheld to Subconsultants

a. No retainage will be withheld by the County from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by Consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

51. Equipment Purchase

a. Prior authorization, in writing, by the County shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For purchase of any item, service or consulting work not covered in the Consultant's cost proposal and exceeding \$5,000 prior authorization by the County is required; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

c. Any equipment purchased as a result of this contract is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures, and credit the County in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

d. All subcontracts in excess \$25,000 shall contain the above provisions.

52. Inspection of Work

The Consultant and any subconsultant shall permit the County, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

53. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

54. Statement of Compliance

a. The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

55. Prohibition of Expending Local Agency State or Federal Funds for Lobbying

a. The Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with this contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

56. Confidentiality of Data

a. All financial, statistical, personal, technical, or other data and information relative to County operations, which are designated confidential by the County and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure.

b. Permission to disclose information on one occasion, or public hearing held by the County relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

c. The Consultant shall not comment publicly to the press or any other media regarding the contract or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in the response to questions from a Legislative committee.

d. The Consultant shall not issue any news release or public relations item or any nature, whatsoever, regarding work performed or to be performed under this contract without review of the contents thereof by the County, and receipt of the County's written permission.

e. Any subcontract entered into as a result of this contract shall contain all the provisions of this Article.

57. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultant shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

58. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Architectural Engineering Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2585

CONSULTANT

AECOM Technical Services, Inc.
515 South Flower Street, 4th Floor
Los Angeles, CA 90071
(213) 330-7200 Phone
(213) 330-7200 Fax

The address for notice may be changed by giving notice pursuant to this paragraph.

59. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written agreement between the parties hereto.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board, and the Consultant has hereunto subscribed its corporate name and affixed its corporate name by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

AECOM TECHNICAL SERVICES, INC.

By Mike Antonovich
Mayor, Board of Supervisors

By [Signature]
President

By _____
Secretary

ATTEST:

PATRICK OGAWA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By Carla Little
Deputy

By Carla Little
Deputy

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 JAN 20 2015

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

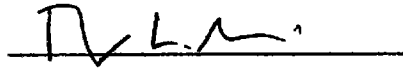
SECRETARY'S CERTIFICATE

AECOM TECHNICAL SERVICES, INC.

I, Robyn L. Miller, **DO HEREBY CERTIFY** that I am the elected and acting Corporate Secretary of AECOM Technical Services, Inc., a corporation organized under the laws of the State of California.

I FURTHER CERTIFY that Stephen Polechronis is a Senior Vice President with signature authority for AECOM Technical Services, Inc. and is authorized to execute contracts and other documents on behalf of the company.

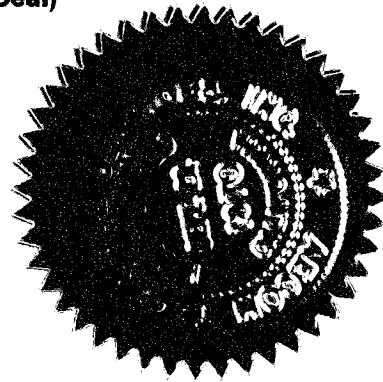
IN WITNESS WHEREOF, I have subscribed my name this 21st day of October, 2014.



Name: Robyn L. Miller

Title: Corporate Secretary

(Corporate Seal)



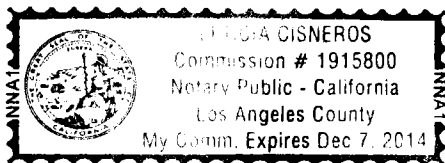
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los AngelesOn _____ before me, _____
DateLeticia Cisneros Notary
Here Insert Name and Title of the Officer

personally appeared _____

Stephen Polychronis
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: [Signature]
Signature of Notary Public**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Agreement for Consulting Services - County of LA & ATSDocument Date: _____ Number of Pages: 30

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Stephen Polychronis Signer's Name: _____
☒ Corporate Officer — Title(s): Senior Vice President ☐ Corporate Officer — Title(s): _____

- ☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

- ☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb hereSigner Is Representing: AECM
Technical Services, Inc.

Signer Is Representing: _____

ATTACHMENT 1

**AS-NEEDED ENGINEERING DESIGN AND SUPPORT SERVICES FOR THE
ROAD/FLOOD CONTROL CONSTRUCTION PROGRAMS
AECOM TECHNICAL SERVICES, INC.
PW13846**

The services to be rendered by the Consultant shall include all services as described in their proposal, except to the extent they are inconsistent with this attachment and the terms of this Agreement, and shall consist of all such services as are customarily rendered when providing professional services of this type.

Scope of Work

The Consultant, under the County's formal direction, shall provide support services for project identification, program development, project management, project design, and project scheduling and delivery as a member of the County of Public Works Project Delivery Team. All work shall be performed in conformance with Public Works' policies, procedures, and standards, and in accordance with this Scope of Services.

Specific work shall be assigned to the Consultant through task orders issued by the Public Works' Project Manager. The Consultant shall cooperate with Public Works, other involved agencies, and other consultants working on each task order.

All work products furnished by the Consultant shall be of quality acceptable to Public Works. Products shall be of neat appearance, well-organized technically and grammatically correct, checked, dated, and shall have author/designer and checker identified. The minimum standard of quality for work products shall be that of similar work products produced by Public Works. The Consultant shall modify all work as necessary to provide the acceptable level of quality.

All work shall comply with pertinent Federal, State, City, and County guidelines, policies, and procedures. The services to be provided by the Consultant may include, but not limited to, the following tasks:

Project Identification and Program Development

These services may range from the identification of improvement projects for inclusion in the County's Road/Flood Control Construction Programs to the development of a rehabilitation program of County maintained Roads and Flood Control facilities by geographic areas. The types of services and improvement projects may include, but are not limited to, the following:

- Pavement and Flood Control Facilities Rehabilitation Investigations
- Inventory of existing Road and Flood Control facilities
- Field investigation of existing Flood Control facilities and identify necessary improvements

- Rehabilitation, preservation, and reconstruction of County maintained Roads and Flood Control facilities
- Traffic Congestion Relief Studies
- Roadway Widenings
- Grade Separations
- Truck Impacted Intersections
- Corridor Studies
- Roundabout Installations
- Intersection Widening and Signal Modifications
- ADA Compliance Issues
- Roadway/Flood Control Enhancements to meet current County standards
- Locations for concrete intersections and bus pads
- Street Lighting Studies
- Traffic Studies for Signals Warrants, Signal Timing & Phasing, and Channelization
- Intersection Capacity and Level of Service Studies
- Slide Stabilization
- Guardrail Installation and Upgrades
- Regional slotted cross-gutter replacements
- Culvert Upgrades/Lining
- Intersection Improvements/Enhancements
- Parkway Improvements
- Intelligent Transportation Studies and Design
- Traffic Safety Analysis
- Traffic Calming, Pedestrian Safety and Access Enhancement Studies
- Review of Pedestrian Routes to Public Transit Bus Stops
- Roadway Landscaping

Project Design

The Consultant shall be familiar with and comply with the current Public Works standards and parameters when performing these services. The requested services may include the analysis of and/or the preparation of plans/reports for, but not limited to, the following:

Highway Design Services

- Project Design Services
- Engineering Calculations
- Review of design plans prepared by others
- Street Improvements
- Parkway Improvements
- Roadway Landscaping
- 'As-built' drawings

Traffic Design Services

- Traffic Index Analysis
- Traffic Signal and Synchronization Analysis
- Inductive Loop Detectors
- Impact Analysis
- Signing and Striping Configurations
- Plans, Specifications, and Estimates (PS&E)
- Traffic Detour Plans
- Electrical Drawings for Street Lighting Standards and Signal Modification Plans

Drainage Design Services

- Project Design Concepts
- Plans, Specifications, and Estimates (PS&E)
- Engineering Calculations
- 'As-built' drawings

Hydrologic Services

- Field and Hydrologic Calculations
- Flood Analysis
- Hydrology Reports

Materials Engineering Services

- Slope Stability Studies and Reports
- Materials Reports
- Pavement Corings
- Piezometer Installations
- Soil Borings
- Environmental Site Assessment Phase I and II Reports
- Materials/Groundwater Sampling, Drilling, Environmental Testing, and Laboratory Analysis
- Pavement Structural Section Calculations

Mapping and Surveying Services

- Right of Way Mapping, Legals
- Easement Acquisition Documents
- Appraisal Reports
- Base Maps
- Field Surveys
- Horizontal/Vertical Controls
- Centerline Ties
- Benchmark Information
- Design Surveys
- Topographic/Aerial Surveys
- Construction Staking
- 'As-built' Surveys

Utility Coordination and Construction Services

- Coordination with all affected utility companies to establish locations of all utilities in the vicinity of the project
- Utility potholing services
- Utility occupation/relocation drawings
- Construction dewatering plans, specifications, cost estimates
- NPDES construction dewatering permit processing

Environmental Documentation Services

- Environmental Investigations and Determination
- Review of environmental documentation services provided by others
- All activities necessary for the preparation and approval of CEQA and NEPA Environmental Impact Statements
 - Categorical exemptions
 - Initial Studies/Negative Declarations
 - Environmental Assessments
 - Environmental Impact Reports and Environmental Impact Statements
 - Special Technical Studies
 - Consultation with federal funding agencies
 - Mitigation Measures development and implementation
 - Public Notices
 - File Notices with County Clerk and State Clearinghouse
 - Administer and conduct community meetings

Regulatory Permit Services

- Regulatory Agency Permit Processing
- Mitigation Measures development and implementation
- Public Notices
- File Notices with County Clerk and State Clearinghouse
- Administer and conduct community meetings

Project Management and Scheduling Services

The Consultant's staff, under the County's formal direction, shall furnish project management and project scheduling services. The Consultant must possess the required knowledge and expertise in the Public Works standard project management software system. The scope of work for this service may include, but is not limited to, the following:

Project Management Services

- Project management activities to ensure timely delivery
- Develop, maintain, and monitor resource/staffing requirements
- Resource/staffing reports
- Project and program status reports
- Project Budget/Cost Estimating
- Development, implementation, and maintenance of procedures, policies, and technical documents
- Quality control inspection and reports
- Coordination with project team, other County departments and outside agencies

Project Scheduling Services

- Establish, review and update project schedules
- Data entry of project scheduling information
- Program/Project Control (Budget and Schedule) and Reporting

Public Relations Services

- Coordinate and represent Public Works at community meetings
- Prepare project information reports/flyers for distribution to the public
- Community outreach

Landscape Architectural Services

Consultant shall also provide landscape architectural services on an as-needed basis (or as staff augmentation). Typical scope of landscape architectural services shall include, but not limited to, landscape design, preparation of landscape plans, cost estimates and specifications and other landscape technical consultation services for County road and flood right-of-way projects, and County capital projects.

Deliverables and Schedule

Task Orders

Specific projects will be assigned to Consultant through issuance of Task Orders.

- a. After a project to be performed under this contract is identified by County, County will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both County and

Consultant. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.

- b. Consultant will be reimbursed for hours worked at the hourly rates specified in Consultants Cost Proposal (Attachment 4). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- c. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- d. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- e. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Project Coordinator before exceeding such estimate.
- f. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- g. Consultant shall not commence performance of work or services until this contract has been approved by County, and notification to proceed has been issued by County's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- h. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.
- i. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Program Coordinator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45-calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number.
- j. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

- k. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by a revised and approved Task Order.
- l. The total amount payable by County for all Task Orders resulting from this contract shall not exceed \$5,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- m. All subcontracts in excess of \$25,000 shall contain the above provisions.

Compensation

This Contract shall go into effect on January 20, 2015, contingent upon approval by the County. Consultant shall commence work after written notification to proceed by the County's Contract Manager. The Contract shall end on January 19, 2018, unless extended by Contract amendment. Payment will be according to the agreed rates of compensation with a not-to-exceed fee of Five Million Dollars (\$5,000,000). The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in this Contract.

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless County, its agents, appointed and elected officers, County Special Districts, and employees from and against any and all liability, expense (including defense costs and legal fees), lawsuits, actions, claims, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier.

The foregoing paragraph notwithstanding, Consultant further shall indemnify, defend, and hold harmless County, its agents, appointed and elected officers, County Special Districts, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this Agreement on behalf of Consultant by any person.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the County and its related persons and entities for liabilities caused by the active negligence of the County and its related persons and entities. However, this provision does not limit any obligation to insure and defend the County and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

II. INSURANCE

Without limiting Consultant's indemnification of County and during the term of this Agreement, Consultant shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and primary to, and not contributing with, any other insurance maintained by the County. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

A. Liability:

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
 - b. If written on a Claims Made Form, the Consultant shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.
2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the Consultant is legally required to cover.

C. Professional Liability:

Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per claim or occurrence, and Two Million Dollars (\$2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two (2) years from the date of termination or completion of this AGREEMENT.

Consultant agrees to the above Indemnification and Insurance Provisions.


Initials

EXHIBIT 10-H SAMPLE COST PROPOSAL

Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant or Subconsultant AECOM (PRIME) Contract No. _____ Date 06/19/14Fringe Benefit 33.1% + Overhead 97.75% + General Administration 22.55% = Combined Indirect Cost Rate (ICR)
153.4%FEE % = 10

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Jim De La Loza Principal In Charge	\$360.91	\$360.91	\$360.91	01/01/2013	12/31/2013	\$129.48		Not Applicable
	\$368.13	\$368.13	\$368.13	01/01/2014	12/31/2014	\$132.07	2.00 %	
	\$375.49	\$375.49	\$375.49	01/01/2015	12/31/2015	\$134.71	2.00 %	
Richard Silos Quality Control Task Manager	\$244.18	\$244.18	\$244.18	01/01/2013	12/31/2013	\$87.60		Not Applicable
	\$249.06	\$249.06	\$249.06	01/01/2014	12/31/2014	\$89.35	2.00 %	
	\$254.04	\$254.04	\$254.04	01/01/2015	12/31/2015	\$91.14	2.00 %	
Brian Balderrama Project Manager Roadway Design Lead	\$193.53	\$193.53	\$193.53	01/01/2013	12/31/2013	\$69.43		Not Applicable
	\$197.40	\$197.40	\$197.40	01/01/2014	12/31/2014	\$70.82	2.00 %	
	\$201.36	\$201.36	\$201.36	01/01/2015	12/31/2015	\$72.24	2.00 %	
David Yee Task Manager Structures Design Lead	\$177.70	\$177.70	\$177.70	01/01/2013	12/31/2013	\$63.75		Not Applicable
	\$181.26	\$181.26	\$181.26	01/01/2014	12/31/2014	\$65.03	2.00 %	
	\$184.89	\$184.89	\$184.89	01/01/2015	12/31/2015	\$66.33	2.00 %	
Gary Sjinlin Task Manager Hydrology/ Hydraulics Design Lead	\$192.67	\$192.67	\$192.67	01/01/2013	12/31/2013	\$69.12		Not Applicable
	\$196.52	\$196.52	\$196.52	01/01/2014	12/31/2014	\$70.50	2.00 %	
	\$200.45	\$200.45	\$200.45	01/01/2015	12/31/2015	\$71.91	2.00 %	
Gerald Dalziel Task Manager Storm Drain/ Hydraulics Design Lead	\$207.66	\$207.66	\$207.66	01/01/2013	12/31/2013	\$74.50		Not Applicable
	\$211.81	\$211.81	\$211.81	01/01/2014	12/31/2014	\$75.99	2.00 %	
	\$216.05	\$216.05	\$216.05	01/01/2015	12/31/2015	\$77.51	2.00 %	
Chris Jones Task Manager Storm Water/NPDES	\$166.46	\$166.46	\$166.46	01/01/2013	12/31/2013	\$59.72		Not Applicable
	\$169.78	\$169.78	\$169.78	01/01/2014	12/31/2014	\$60.91	2.00 %	
	\$173.18	\$173.18	\$173.18	01/01/2015	12/31/2015	\$62.13	2.00 %	

Jayna Morgan	\$128.22	\$128.22	\$128.22	01/01/2013	12/31/2013	\$46.00		Not Applicable
Task Manager	\$130.78	\$169.78	\$169.78	01/01/2014	12/31/2014	\$46.92	2.00 %	
CEQA/NEPA Lead	\$133.40	\$173.18	\$173.18	01/01/2015	12/31/2015	\$47.86	2.00 %	
Administrative Assistant	\$65.75	\$77.55	\$89.34	01/01/2013	12/31/2013	\$23.59		\$19.57 - \$30.31
	\$67.06	\$79.09	\$91.12	01/01/2014	12/31/2014	\$24.06	2.00 %	\$19.96 - \$30.92
	\$68.43	\$80.71	\$92.98	01/01/2015	12/31/2015	\$24.55	2.00 %	\$20.36 - \$31.53
Sr. Administrative Assistant	\$83.79	\$98.79	\$113.81	01/01/2013	12/31/2013	\$0.00		\$22.56 - \$40.50
	\$85.44	\$100.76	\$116.09	01/01/2014	12/31/2014	\$0.00	2.00 %	\$23.01 - \$41.31
	\$87.15	\$102.78	\$118.41	01/01/2015	12/31/2015	\$0.00	2.00 %	\$23.47 - \$42.14
CADD Drafter I	\$57.95	\$68.35	\$78.74	01/01/2013	12/31/2013	\$20.79		\$16.22 - \$28.00
	\$59.12	\$69.73	\$80.33	01/01/2014	12/31/2014	\$21.21	2.00 %	\$16.54 - \$28.56
	\$60.29	\$71.11	\$81.92	01/01/2015	12/31/2015	\$21.63	2.00 %	\$16.88 - \$29.13
CADD Drafter II	\$87.25	\$102.90	\$118.55	01/01/2013	12/31/2013	\$31.30		\$22.67 - \$35.48
	\$89.00	\$104.97	\$120.93	01/01/2014	12/31/2014	\$31.93	2.00 %	\$23.12 - \$39.19
	\$90.76	\$107.04	\$123.32	01/01/2015	12/31/2015	\$32.56	2.00 %	\$23.59 - \$36.91
CADD Drafter III	\$94.49	\$111.44	\$128.39	01/01/2013	12/31/2013	\$33.90		\$26.65 - \$43.04
	\$96.39	\$113.68	\$130.97	01/01/2014	12/31/2014	\$34.58	2.00 %	\$27.18 - \$43.90
	\$98.31	\$115.95	\$133.58	01/01/2015	12/31/2015	\$35.27	2.00 %	\$27.73 - \$44.78
CADD Drafter IV	\$114.76	\$135.34	\$155.93	01/01/2013	12/31/2013	\$41.17		\$34.11 - \$49.78
	\$117.04	\$138.04	\$159.03	01/01/2014	12/31/2014	\$41.99	2.00 %	\$34.79 - \$50.78
	\$119.38	\$140.80	\$162.21	01/01/2015	12/31/2015	\$42.83	2.00 %	\$35.49 - \$51.79
Designer I	\$61.55	\$72.59	\$83.63	01/01/2013	12/31/2013	\$22.08		\$22.08 - \$22.08
	\$62.77	\$74.03	\$85.29	01/01/2014	12/31/2014	\$22.52	2.00 %	\$22.52 - \$22.52
	\$64.03	\$75.51	\$87.00	01/01/2015	12/31/2015	\$22.97	2.00 %	\$22.97 - \$22.97
Designer III	\$112.83	\$133.07	\$153.31	01/01/2013	12/31/2013	\$40.48		\$29.79 - \$51.17
	\$115.09	\$135.74	\$156.38	01/01/2014	12/31/2014	\$41.29	2.00 %	\$30.39 - \$52.19
	\$117.41	\$138.47	\$159.53	01/01/2015	12/31/2015	\$42.12	2.00 %	\$30.99 - \$53.24
Designer IV	\$134.60	\$158.75	\$182.89	01/01/2013	12/31/2013	\$48.29		\$39.51 - \$57.06
	\$137.31	\$161.94	\$186.57	01/01/2014	12/31/2014	\$49.26	2.00 %	\$40.30 - \$58.20
	\$140.04	\$165.16	\$190.28	01/01/2015	12/31/2015	\$50.24	2.00 %	\$41.11 - \$59.37
Engineer I	\$77.27	\$77.27	\$77.27	01/01/2013	12/31/2013	\$27.72		\$20.00 - \$54.16
	\$78.80	\$78.80	\$78.80	01/01/2014	12/31/2014	\$28.27	2.00 %	\$20.40 - \$55.24
	\$80.39	\$80.39	\$80.39	01/01/2015	12/31/2015	\$28.84	2.00 %	\$20.81 - \$56.35
Engineer II	\$97.36	\$97.36	\$97.36	01/01/2013	12/31/2013	\$34.93		\$25.49 - \$52.28
	\$99.32	\$99.32	\$99.32	01/01/2014	12/31/2014	\$35.63	2.00 %	\$26.00 - \$53.33
	\$101.29	\$101.29	\$101.29	01/01/2015	12/31/2015	\$36.34	2.00 %	\$26.52 - \$54.39
Engineer III	\$120.97	\$120.97	\$120.97	01/01/2013	12/31/2013	\$43.40		\$29.10 - \$60.05
	\$123.40	\$123.40	\$123.40	01/01/2014	12/31/2014	\$44.27	2.00 %	\$29.68 - \$61.25
	\$125.85	\$125.85	\$125.85	01/01/2015	12/31/2015	\$45.15	2.00 %	\$30.28 - \$62.48
Engineer IV	\$146.73	\$146.73	\$146.73	01/01/2013	12/31/2013	\$52.64		\$34.51 - \$84.47
	\$149.66	\$149.66	\$149.66	01/01/2014	12/31/2014	\$53.69	2.00 %	\$35.20 - \$86.16

	\$152.67	\$152.67	\$152.67	01/01/2015	12/31/2015	\$54.77	2.00 %	\$35.90 - \$87.88
Project Engineer I	\$136.81	\$136.81	\$136.81	01/01/2013	12/31/2013	\$49.08		\$40.06 - \$60.40
	\$139.54	\$139.54	\$139.54	01/01/2014	12/31/2014	\$50.06	2.00 %	\$40.86 - \$61.61
	\$142.32	\$142.32	\$142.32	01/01/2015	12/31/2015	\$51.06	2.00 %	\$41.68 - \$62.84
Project Engineer II	\$171.62	\$171.62	\$171.62	01/01/2013	12/31/2013	\$61.57		\$49.58 - \$71.33
	\$175.05	\$175.05	\$175.05	01/01/2014	12/31/2014	\$62.80	2.00 %	\$50.57 - \$72.76
	\$178.56	\$178.56	\$178.56	01/01/2015	12/31/2015	\$64.06	2.00 %	\$51.58 - \$74.21
Project Engineer III	\$184.16	\$184.16	\$184.16	01/01/2013	12/31/2013	\$66.07		\$48.86 - \$89.54
	\$187.84	\$187.84	\$187.84	01/01/2014	12/31/2014	\$67.39	2.00 %	\$49.84 - \$91.33
	\$191.61	\$191.61	\$191.61	01/01/2015	12/31/2015	\$68.74	2.00 %	\$50.83 - \$93.16
Project Manager	\$186.45	\$186.45	\$186.45	01/01/2013	12/31/2013	\$66.89		\$46.16 - \$95.51
	\$190.18	\$190.18	\$190.18	01/01/2014	12/31/2014	\$68.23	2.00 %	\$47.08 - \$97.42
	\$193.98	\$193.98	\$193.98	01/01/2015	12/31/2015	\$69.59	2.00 %	\$48.02 - \$99.37
Sr. Project Manager	\$236.82	\$236.82	\$236.82	01/01/2013	12/31/2013	\$84.96		\$60.08 - \$111.89
	\$241.56	\$241.56	\$241.56	01/01/2014	12/31/2014	\$86.66	2.00 %	\$61.28 - \$114.13
	\$246.38	\$246.38	\$246.38	01/01/2015	12/31/2015	\$88.39	2.00 %	\$62.51 - \$116.41
Project Specialist	\$119.02	\$119.02	\$119.02	01/01/2013	12/31/2013	\$42.70		\$25.61 - \$76.50
	\$121.39	\$121.39	\$121.39	01/01/2014	12/31/2014	\$43.55	2.00 %	\$26.12 - \$78.03
	\$123.84	\$123.84	\$123.84	01/01/2015	12/31/2015	\$44.43	2.00 %	\$26.64 - \$79.59
Project Support Administrator	\$92.10	\$108.62	\$125.14	01/01/2013	12/31/2013	\$33.04		\$27.50 - \$36.98
	\$93.94	\$110.79	\$127.64	01/01/2014	12/31/2014	\$33.70	2.00 %	\$28.05 - \$37.72
	\$95.80	\$112.99	\$130.17	01/01/2015	12/31/2015	\$34.37	2.00 %	\$28.61 - \$38.47
Technical Leader I	\$179.45	\$179.45	\$179.45	01/01/2013	12/31/2013	\$64.38		\$50.95 - \$98.00
	\$183.05	\$183.05	\$183.05	01/01/2014	12/31/2014	\$65.67	2.00 %	\$51.97 - \$99.96
	\$186.70	\$186.70	\$186.70	01/01/2015	12/31/2015	\$66.98	2.00 %	\$53.01 - \$101.96
Technical Leader II	\$189.07	\$189.07	\$189.07	01/01/2013	12/31/2013	\$67.83		\$56.85 - \$81.99
	\$192.86	\$192.86	\$192.86	01/01/2014	12/31/2014	\$69.19	2.00 %	\$57.99 - \$83.63
	\$196.71	\$196.71	\$196.71	01/01/2015	12/31/2015	\$70.57	2.00 %	\$59.15 - \$85.30
Technical Leader III	\$224.00	\$224.00	\$224.00	01/01/2013	12/31/2013	\$80.36		\$74.70 - \$84.41
	\$228.48	\$228.48	\$228.48	01/01/2014	12/31/2014	\$81.97	2.00 %	\$76.19 - \$86.10
	\$233.05	\$233.05	\$233.05	01/01/2015	12/31/2015	\$83.61	2.00 %	\$77.72 - \$87.82

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

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SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Arellano Associates Contract No. _____ Date 06/19/14
(Public Relations)

Fringe Benefit 0 % Overhead 73.79 % General Administration 0 % = Combined Indirect Cost Rate (ICR) 73.79 %
+ +
(= 0% if Included in OH) (= 0% if Included in OH)

FEE 10 % = _____

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Chester Britt – Project Director	\$215.07	\$0.00	\$0.00	07/01/2013	12/31/2013	\$112.50		Not Applicable
	\$219.37	\$0.00	\$0.00	01/01/2014	12/31/2014	\$114.75	2.0%	
	\$223.75	\$0.00	\$0.00	01/01/2015	12/31/2015	\$117.05	2.0 %	
Laura Muna-Landa-Senior Associate	\$172.05	\$0.00	\$0.00	07/01/2013	12/31/2013	\$90.00		\$70.00-\$112.50
	\$175.49	\$0.00	\$0.00	01/01/2014	12/31/2014	\$91.80	2.0%	
	\$179.00	\$0.00	\$0.00	01/01/2015	12/31/2015	\$93.64	2.0 %	
Yesenia Arias-Senior Associate	\$133.82	\$0.00	\$0.00	07/01/2013	12/31/2013	\$70.00		\$70.00-\$112.50
	\$136.49	\$0.00	\$0.00	01/01/2014	12/31/2014	\$71.40	2.0%	
	\$139.2	\$0.00	\$0.00	01/01/2015	12/31/2015	\$72.83	2.0 %	
Raul Velazquez-Associate	\$116.61	\$0.00	\$0.00	07/01/2013	12/31/2013	\$61.00		\$54.00-\$70.00
	\$118.95	\$0.00	\$0.00	01/01/2014	12/31/2014	\$62.22	2.0%	
	\$121.32	\$0.00	\$0.00	01/01/2015	12/31/2015	\$63.46	2.0 %	
Melissa Holguin-Associate	\$105.14	\$0.00	\$0.00	07/01/2013	12/31/2013	\$55.00		\$54.00-\$70.00
	\$107.25	\$0.00	\$0.00	01/01/2014	12/31/2014	\$56.10	2.0%	
	\$109.39	\$0.00	\$0.00	01/01/2015	12/31/2015	\$57.22	2.0 %	
Maria Yanez-Forgash-Associate	\$103.23	\$0.00	\$0.00	07/01/2013	12/31/2013	\$54.00		\$54.00-\$70.00
	\$105.30	\$0.00	\$0.00	01/01/2014	12/31/2014	\$55.08	2.0%	
	\$107.40	\$0.00	\$0.00	01/01/2015	12/31/2015	\$56.18	2.0 %	
Edgar Gutierrez-Associate	\$66.91	\$0.00	\$0.00	07/01/2013	12/31/2013	\$54.00		\$35.00-\$54.00
	\$68.25	\$0.00	\$0.00	01/01/2014	12/31/2014	\$55.08	2.0%	

	\$69.61	\$0.00	\$0.00	01/01/2015	12/31/2015	\$56.18	2.0 %	
Support Staff	\$34.41	\$0.00	\$0.00	07/01/2013	12/31/2013	\$20.00		\$20.00-\$35.00
	\$35.10	\$0.00	\$0.00	01/01/2014	12/31/2014	\$20.40	2.0%	
	\$35.80	\$0.00	\$0.00	01/01/2015	12/31/2015	\$20.81	2.0 %	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant BA, Inc. Contract No. AE-3: As-Needed Engineering Design & Support Services for the Road/Flood Control Construction Programs
Date 06/19/14

0% Fringe Benefit % + 173% Overhead % + 0% General Administration % = 173% Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 5%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Chris Mielke – Utilities Manager Project Manager	\$200.66	\$200.66	\$200.66	01/01/2013	12/31/2013	\$70.00	2.0%	Not Applicable
	\$204.67	\$204.67	\$204.67	01/01/2014	12/31/2014	\$71.40	2.0%	
	\$208.77	\$208.77	\$208.77	01/01/2015	12/31/2015	\$72.83	2.0%	
Heather Bening – Third Party Coordination Task Manager	\$186.32	\$186.32	\$186.32	01/01/2013	12/31/2013	\$65.00	2.0%	Not Applicable
	\$190.05	\$190.05	\$190.05	01/01/2014	12/31/2014	\$66.30	2.0 %	
	\$193.85	\$193.85	\$193.85	01/01/2015	12/31/2015	\$67.63	2.0%	
Engineer I – Utility Design	\$114.66	\$114.66	\$114.66	01/01/2013	12/31/2013	\$40.00	2.0%	\$30.00-\$40.00
	\$116.95	\$116.95	\$116.95	01/01/2014	12/31/2014	\$40.80	2.0 %	
	\$119.29	\$119.29	\$119.29	01/01/2015	12/31/2015	\$41.62	2.0%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (ON-CALL OR AS-NEEDED CONTRACTS)
LACO AS-NEEDED SERVICES ROAD & FLOOD CONTROL – TRAFFIC DESIGN

Consultant or Subconsultant CIVIL TRANS INC. (Traffic) Contract No. AE-3 Date 06/19/14

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
0.00 85.00 15.00 = 100.00
FEE % = 10.00

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Jay Aslam – Principal Project Engineer	\$101.20	\$101.20	\$101.20	01/01/2013	12/31/2013	\$46.00		Not Applicable
	\$104.74	\$104.74	\$104.74	01/01/2014	12/31/2014	\$47.61	3.5%	
	\$108.42	\$108.42	\$108.42	01/01/2015	12/31/2015	\$49.28	3.5 %	
Martin Oanes – Civil Engineer	\$77.00	\$77.00	\$77.00	01/01/2013	12/31/2013	\$35.00		Not Applicable
	\$79.70	\$79.70	\$79.70	01/01/2014	12/31/2014	\$36.23	3.5%	
	\$82.50	\$82.50	\$82.50	01/01/2015	12/31/2015	\$37.50	3.5 %	
Norma Bunia – Civil Tech Cad Tech	\$66.00	\$66.00	\$66.00	01/01/2013	12/31/2013	\$30.00		Not Applicable
	\$68.31	\$68.31	\$68.31	01/01/2014	12/31/2014	\$31.05	3.5%	
	\$70.70	\$70.70	\$70.70	01/01/2015	12/31/2015	\$32.14	3.5 %	
Hector Hernandez – Eng Tech	\$57.20	\$57.20	\$57.20	01/01/2013	12/31/2013	\$26.00		\$24 - \$30
	\$58.92	\$58.92	\$58.92	01/01/2014	12/31/2014	\$26.78	3.0%	\$26 - \$32
	\$60.68	\$60.68	\$60.68	01/01/2015	12/31/2015	\$27.58	3.0 %	\$28 - \$34
Elmer Jimenez – Cad Tech	\$52.80	\$52.80	\$52.80	01/01/2013	12/31/2013	\$24.00		\$20 - \$26
	\$54.38	\$54.38	\$54.38	01/01/2014	12/31/2014	\$24.72	3.0%	\$21 - \$27
	\$56.00	\$56.00	\$56.00	01/01/2015	12/31/2015	\$25.46	3.0 %	\$22 - \$28

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

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- For “Other Direct Cost” listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Subconsultant: Diaz Yourman & Associates (Geotechnical/Materials)

Contract: AE-3

Date: 06/19/14

<u>Fringe Benefit</u>		<u>Overhead</u>		<u>General Administration</u>		<u>Combined Indirect Cost Rate (ICR) %</u>
71.91%	+	30.73%	+	95.12%	=	197.76%
(= 0% if Included in OH)		(= 0% if Included in OH)			FEE %	10.00%

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
V.R. Nadeswaran, PE, GE Principal	\$216.11	\$216.11	\$216.11	1/1/2013	12/31/2103	\$65.98		
	\$222.59	\$222.59	\$222.59	1/1/2014	12/31/2014	\$67.96	3.00%	Not Applicable
	\$229.27	\$229.27	\$229.27	1/1/2015	12/31/2015	\$70.00	3.00%	
Gary Gilbert, PE, GE Associate II	\$165.93	\$165.93	\$165.93	1/1/2013	12/31/2103	\$50.66		
	\$170.91	\$170.91	\$170.91	1/1/2014	12/31/2014	\$52.18	3.00%	Not Applicable
	\$176.03	\$176.03	\$176.03	1/1/2015	12/31/2015	\$53.75	3.00%	
Principal	\$210.70	\$210.70	\$210.70	1/1/2013	12/31/2103	\$64.33		\$62.68 - \$65.98
	\$217.03	\$217.03	\$217.03	1/1/2014	12/31/2014	\$66.26	3.00%	\$64.56 - \$67.96
	\$223.54	\$223.54	\$223.54	1/1/2015	12/31/2015	\$68.25	3.00%	\$66.50 - \$70.00
Associate II	\$174.81	\$174.81	\$174.81	1/1/2013	12/31/2103	\$53.37		\$50.66 - \$56.07
	\$180.05	\$180.05	\$180.05	1/1/2014	12/31/2014	\$54.97	3.00%	\$52.18 - \$57.75
	\$185.45	\$185.45	\$185.45	1/1/2015	12/31/2015	\$56.62	3.00%	\$53.75 - \$59.48
Associate I	\$149.78	\$149.78	\$149.78	1/1/2013	12/31/2103	\$45.73		\$44.24 - \$47.22
	\$154.28	\$154.28	\$154.28	1/1/2014	12/31/2014	\$47.10	3.00%	\$45.57 - \$48.64
	\$158.90	\$158.90	\$158.90	1/1/2015	12/31/2015	\$48.51	3.00%	\$46.93 - \$50.10
Project II	\$128.82	\$128.82	\$128.82	1/1/2013	12/31/2103	\$39.33		\$39.33 - \$41.51
	\$132.68	\$132.68	\$132.68	1/1/2014	12/31/2014	\$40.51	3.00%	\$40.51 - \$44.04
	\$136.67	\$136.67	\$136.67	1/1/2015	12/31/2015	\$41.73	3.00%	\$41.73 - \$42.76
Staff II	\$108.64	\$108.64	\$108.64	1/1/2013	12/31/2103	\$33.17		\$33.17 - \$33.17
	\$111.90	\$111.90	\$111.90	1/1/2014	12/31/2014	\$34.17	3.00%	\$34.17 - \$34.17
	\$115.26	\$115.26	\$115.26	1/1/2015	12/31/2015	\$35.19	3.00%	\$35.19 - \$35.19
Staff I	\$83.13	\$83.13	\$83.13	1/1/2013	12/31/2103	\$25.38		\$25.38 - \$25.38
	\$85.62	\$85.62	\$85.62	1/1/2014	12/31/2014	\$26.14	3.00%	\$26.14 - \$26.14
	\$88.19	\$88.19	\$88.19	1/1/2015	12/31/2015	\$26.93	3.00%	\$26.93 - \$26.93
Tech II (Prevailing Wage)*	\$135.96	\$156.72	\$218.98	1/1/2013	12/31/2103	\$41.51		\$41.51 - \$41.51
	\$140.04	\$161.42	\$225.55	1/1/2014	12/31/2014	\$42.76	3.00%	\$42.76 - \$42.76
	\$144.24	\$166.26	\$232.32	1/1/2015	12/31/2015	\$44.04	3.00%	\$44.04 - \$44.04

Tech I	\$86.47	\$86.47	\$86.47	1/1/2013	12/31/2103	\$26.40		\$26.40 - \$26.40
	\$89.06	\$89.06	\$89.06	1/1/2014	12/31/2014	\$27.19	3.00%	\$27.19 - \$27.19
	\$91.74	\$91.74	\$91.74	1/1/2015	12/31/2015	\$28.01	3.00%	\$28.01 - \$28.01
Office Support	\$99.90	\$99.90	\$99.90	1/1/2013	12/31/2103	\$30.50		\$20.60 - \$38.81
	\$102.90	\$102.90	\$102.90	1/1/2014	12/31/2014	\$31.42	3.00%	\$21.22 - \$39.97
	\$105.98	\$105.98	\$105.98	1/1/2015	12/31/2015	\$32.36	3.00%	\$21.85 - \$41.17

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H

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SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant or Subconsultant Lenax Construction Services Inc. (Estimating) Contract No. AE-3 Date 06/19/14Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR)
110.48%

(= 0% if Included in OH)

(= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
George Elkin, CPE – Project Manager / Estimator III	\$182.00	\$182.00	\$182.00	01/01/2013	12/31/2013	\$78.61		Not Applicable
	\$189.28	\$189.28	\$189.28	01/01/2014	12/31/2014	\$81.75	4.0%	
	\$196.86	\$196.86	\$196.86	01/01/2015	12/31/2015	\$85.02	4.0%	
Joe Miller, CPE – Lead Estimator / Estimator III	\$192.12	\$192.12	\$192.12	01/01/2013	12/31/2013	\$82.98		Not Applicable
	\$199.81	\$199.81	\$199.81	01/01/2014	12/31/2014	\$86.30	4.0%	
	\$207.80	\$207.80	\$207.80	01/01/2015	12/31/2015	\$89.75	4.0%	
John Swartz, CPE – Sr. Estimator / Estimator II	\$134.87	\$134.87	\$134.87	01/01/2013	12/31/2013	\$58.25		Not Applicable
	\$140.26	\$140.26	\$140.26	01/01/2014	12/31/2014	\$60.58	4.0%	
	\$145.87	\$145.87	\$145.87	01/01/2015	12/31/2015	\$63.00	4.0%	
Felix Levitas, PE – Sr. Estimator / Estimator II	\$127.34	\$127.34	\$127.34	01/01/2013	12/31/2013	\$55.00		Not Applicable
	\$132.43	\$132.43	\$132.43	01/01/2014	12/31/2014	\$57.20	4.0%	
	\$137.73	\$137.73	\$137.73	01/01/2015	12/31/2015	\$59.49	4.0%	
Eilia Sitnitsky – Sr. Electrical Estimator / Estimator II	\$133.11	\$133.11	\$133.11	01/01/2013	12/31/2013	\$57.49		Not Applicable
	\$138.43	\$138.43	\$138.43	01/01/2014	12/31/2014	\$59.79	4.0%	
	\$143.97	\$143.97	\$143.97	01/01/2015	12/31/2015	\$62.18	4.0%	
Estimator III	\$191.00	\$191.00	\$191.00	01/01/2013	12/31/2013	\$80.00		\$75.00 - \$90.00
	\$198.65	\$198.65	\$198.65	01/01/2014	12/31/2014	\$83.00	4.0%	\$78.00 - \$93.60
	\$206.60	\$206.60	\$206.60	01/01/2015	12/31/2015	\$86.50	4.0%	\$81.00 - \$97.50
Estimator II	\$150.00	\$150.00	\$150.00	01/01/2013	12/31/2013	\$65.00		\$55.00 - \$75.00
	\$157.00	\$157.00	\$157.00	01/01/2014	12/31/2014	\$67.50	4.0%	\$57.00 - \$78.00
	\$163.00	\$163.00	\$163.00	01/01/2015	12/31/2015	\$70.00	4.0%	\$59.00 - \$81.00
Estimator I	\$110.00	\$110.00	\$110.00	01/01/2013	12/31/2013	\$47.50		\$40.00 - \$55.00
	\$114.00	\$114.00	\$114.00	01/01/2014	12/31/2014	\$49.50	4.0%	\$42.00 - \$57.00
	\$119.00	\$119.00	\$119.00	01/01/2015	12/31/2015	\$51.50	4.0%	\$44.00 - \$59.00

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
 2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
 3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.
- Note:
- Denote all employees subject to prevailing wage with an asterisks (*)
 - For "Other Direct Cost" listing, see page 2 of this Exhibit

(Traffic/Lighting/Electrical)

SubConsultant: LIN Consulting, Inc.

Date: 6/19/14

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	Fringe Benefit %		Overhead %		General Administration %		Combined %
Normal	11.90%	+	62.50%	+	90.60%	=	165.00%
Overtime	11.90%	+	62.50%	+	90.60%	=	165.00%
FEE							10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of hourly rate		% or \$	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To	Increase		
Denwun Lin, P.E., T.E. Principal	\$ 179.71	N/A	01/01/13	12/31/13		\$ 61.65	N/A
	\$ 188.70	N/A	01/01/14	12/31/14	5.00%	\$ 64.73	
	\$ 198.13	N/A	01/01/15	12/31/15	5.00%	\$ 67.97	
Exempt							
William Sun, P.E., T.E. Principal	\$ 170.47	N/A	01/01/13	12/31/13		\$ 58.48	N/A
	\$ 178.99	N/A	01/01/14	12/31/14	5.00%	\$ 61.40	
	\$ 187.94	N/A	01/01/15	12/31/15	5.00%	\$ 64.47	
Exempt							
Pastor Casanova, T.E. Sr. Project Manager	\$ 151.58	N/A	01/01/13	12/31/13		\$ 52.00	N/A
	\$ 159.16	N/A	01/01/14	12/31/14	5.00%	\$ 54.60	
	\$ 167.12	N/A	01/01/15	12/31/15	5.00%	\$ 57.33	
Exempt							

1. For all key team members that are listed on the Prime Consultant's Organization Chart, list the name and corresponding job classification. For all other employees (i.e. support staff/non-professional) list only the job classification. Teams members subject to FLSA are not eligible for overtime.
2. For named employees enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
3. Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).
4. Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on xx/xx/xx. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
5. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

	Fringe Benefit %		Overhead %		General Administration %		Combined %
Normal	11.90%	+	62.50%	+	90.60%	=	165.00%
Overtime	11.90%	+	62.50%	+	90.60%	=	165.00%
FEE							10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of hourly rate		% or \$ Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
Ray Kommidi, P.E., T.E. Assistant Proj. Manager	\$ 118.06	N/A	01/01/13	12/31/13		\$ 40.50	N/A
	\$ 123.96	N/A	01/01/14	12/31/14	5.00%	\$ 42.53	
	\$ 130.16	N/A	01/01/15	12/31/15	5.00%	\$ 44.65	
Exempt							
Ryan Woo Project Engineer	\$ 102.03	N/A	01/01/13	12/31/13		\$ 35.00	N/A
	\$ 107.13	N/A	01/01/14	12/31/14	5.00%	\$ 36.75	
	\$ 112.48	N/A	01/01/15	12/31/15	5.00%	\$ 38.59	
Exempt							
Kai Yee Yau Project Engineer	\$ 96.20	N/A	01/01/13	12/31/13		\$ 33.00	N/A
	\$ 101.00	N/A	01/01/14	12/31/14	5.00%	\$ 34.65	
	\$ 106.05	N/A	01/01/15	12/31/15	5.00%	\$ 36.38	
Exempt							

- For all key team members that are listed on the Prime Consultant's Organization Chart, list the name and corresponding job classification. For all other employees (i.e. support staff/non-professional) list only the job classification. Teams members subject to FLSA are not eligible for overtime.
- For named employees enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
- Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).
- Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on xx/xx/xx. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
- Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

EXHIBIT 10-H SAMPLE COST PROPOSAL

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SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Meléndrez (Landscape Services) Contract No. AE-3 Date 06/19/14

Fringe Benefit 35 % + Overhead 147% + General Administration % = Combined Indirect Cost Rate (ICR) 182 %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE 10 % = _____

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Scott D. Baker – Director of Landscape Architecture/Principal	\$178.95	\$207.80	\$236.64	01/01/2013	12/31/2013	\$57.69		Not Applicable
	\$184.32	\$213.17	\$242.01	01/01/2014	12/31/2014	\$59.42	3.0%	
	\$189.85	\$218.70	\$247.54	01/01/2015	12/31/2015	\$61.20	3.0 %	
William Nishizawa, RLA –Project Manager/Associate	\$124.17	\$144.19	\$164.20	01/01/2013	12/31/2013	\$40.03		Not Applicable
	\$127.90	\$147.91	\$167.93	01/01/2014	12/31/2014	\$41.23	3.0%	
	\$131.74	\$151.75	\$171.77	01/01/2015	12/31/2015	\$42.47	3.0 %	
Darren Shirai – Senior Designer/Associate	\$124.17	\$144.19	\$164.20	01/01/2013	12/31/2013	\$40.03		Not Applicable
	\$127.90	\$147.91	\$167.93	01/01/2014	12/31/2014	\$41.23	3.0%	
	\$131.74	\$151.75	\$171.77	01/01/2015	12/31/2015	\$42.47	3.0 %	
Anthony Bertolini – Project Landscape Architect/Senior Designer	\$109.13	\$126.72	\$144.31	01/01/2013	12/31/2013	\$35.18		Not Applicable
	\$112.40	\$129.99	\$147.58	01/01/2014	12/31/2014	\$36.24	3.0%	
	\$115.77	\$133.36	\$150.95	01/01/2015	12/31/2015	\$37.32	3.0 %	
Chad Krenzke – Technical / Drafting	\$ 67.03	\$ 77.84	\$ 88.64	01/01/2013	12/31/2013	\$22.26		Not Applicable
	\$ 69.05	\$ 79.85	\$ 90.66	01/01/2014	12/31/2014	\$22.93	3.0%	
	\$ 71.12	\$ 81.92	\$ 92.73	01/01/2015	12/31/2015	\$23.61	3.0 %	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

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SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant SAFEPROBE, INC. (Potholing) Contract No. _____ Date 06/19/14

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) 150%
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Project Manager Mauro Poyaoan	\$137.50	\$137.50	\$137.50	01/01/2013	12/31/2013	\$50.00		Not Applicable
	\$141.63	\$141.63	\$141.63	01/01/2014	12/31/2014	\$51.50	3%	
	\$145.75	\$145.75	\$145.75	01/01/2015	12/31/2015	\$53.00	3 %	
Foreman – Leadman *	\$135.92	\$135.92	\$135.92	01/01/2013	12/31/2013	\$49.43		Not Applicable
	\$140.06	\$140.06	\$140.06	01/01/2014	12/31/2014	\$50.93	3%	
	\$144.18	\$144.18	\$144.18	01/01/2015	12/31/2015	\$52.43	3 %	
Technician *	\$130.43	\$130.43	\$130.43	01/01/2013	12/31/2013	\$47.43		Not Applicable
	\$134.01	\$134.01	\$134.01	01/01/2014	12/31/2014	\$48.93	3%	
	\$138.68	\$138.68	\$138.68	01/01/2015	12/31/2015	\$50.43	3%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

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SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)

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SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant or Subconsultant: Wagner Engineering & Survey, Inc. (Subconsultant) (Surveying)

Contract No.

Date: 06/19/14

Fringe Benefit % +
(=0% if Included in OH)Overhead % +
(=0% if included in OH)General Administration % =
162.13%Combined Indirect Cost Rate (ICR)%
162.13%
FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Stephanie A. Wagner, PLS, PE, LEED Senior Project Manager	\$232.12	\$272.37	\$312.62	1/1/2013	12/31/2013	\$80.50		Not Applicable
	\$243.74	\$286.00	\$328.27	1/1/2014	12/31/2014	\$84.53	5.0%	
	\$255.93	\$300.31	\$344.69	1/1/2015	12/31/2015	\$88.76	5.0%	
Paul A. Wagner Project Manager	\$206.17	\$241.92	\$277.67	1/1/2013	12/31/2013	\$71.50		Not Applicable
	\$216.49	\$254.03	\$291.57	1/1/2014	12/31/2014	\$75.08	5.0%	
	\$227.30	\$266.72	\$306.13	1/1/2015	12/31/2015	\$78.83	5.0%	
Larry Carlson, CPC Survey Field Supervisor	\$181.66	\$213.16	\$244.66	1/1/2013	12/31/2013	\$63.00		Not Applicable
	\$190.74	\$223.81	\$256.89	1/1/2014	12/31/2014	\$66.15	5.0%	
	\$200.28	\$235.01	\$269.74	1/1/2015	12/31/2015	\$69.46	5.0%	
PLS Senior Party Chief *	\$141.29	\$165.79	\$190.29	1/1/2013	12/31/2013	\$49.00		Not Applicable
	\$148.35	\$174.08	\$199.80	1/1/2014	12/31/2014	\$51.45	5.0%	
	\$155.76	\$182.77	\$209.78	1/1/2015	12/31/2015	\$54.02	5.0%	
PLS Office Surveyor *	\$136.96	\$160.71	\$184.46	1/1/2013	12/31/2013	\$47.50		Not Applicable
	\$143.83	\$168.77	\$193.71	1/1/2014	12/31/2014	\$49.88	5.0%	
	\$151.01	\$177.19	\$203.38	1/1/2015	12/31/2015	\$52.37	5.0%	
Certified Party Chief/Party Chief*	\$131.20	\$153.95	\$176.70	1/1/2013	12/31/2013	\$45.50		Not Applicable
	\$137.77	\$161.66	\$185.55	1/1/2014	12/31/2014	\$47.78	5.0%	
	\$144.66	\$169.75	\$194.83	1/1/2015	12/31/2015	\$50.17	5.0%	
Survey Instrumentman/Chainman*	\$121.10	\$142.10	\$163.10	1/1/2013	12/31/2013	\$42.00		Not Applicable
	\$127.16	\$149.21	\$171.26	1/1/2014	12/31/2014	\$44.10	5.0%	
	\$133.53	\$156.69	\$179.84	1/1/2015	12/31/2015	\$46.31	5.0%	
Survey Chainman*	\$118.22	\$138.72	\$159.22	1/1/2013	12/31/2013	\$41.00		Not Applicable
	\$124.13	\$145.66	\$167.18	1/1/2014	12/31/2014	\$43.05	5.0%	
	\$130.33	\$152.93	\$175.53	1/1/2015	12/31/2015	\$45.20	5.0%	

Survey Apprentice*	\$76.24	\$89.46	\$102.68	1/1/2013	12/31/2013	\$26.44		Not Applicable
	\$80.04	\$93.92	\$107.80	1/1/2014	12/31/2014	\$27.76	5.0%	
	\$84.05	\$98.63	\$113.20	1/1/2015	12/31/2015	\$29.15	5.0%	
Survey Technician III	\$126.87	\$148.87	\$170.87	1/1/2013	12/31/2013	\$44.00		\$44.00 - \$48.00
	\$133.21	\$156.31	\$179.41	1/1/2014	12/31/2014	\$46.20	5.0%	
	\$139.88	\$164.13	\$188.39	1/1/2015	12/31/2015	\$48.51	5.0%	
Survey Technician II	\$103.80	\$121.80	\$139.80	1/1/2013	12/31/2013	\$36.00		\$36.00 - \$40.00
	\$108.99	\$127.89	\$146.79	1/1/2014	12/31/2014	\$37.80	5.0%	
	\$114.44	\$134.29	\$154.13	1/1/2015	12/31/2015	\$39.69	5.0%	
CADD/Designer III	\$115.34	\$135.34	\$155.34	1/1/2013	12/31/2013	\$40.00		\$40.00 - \$44.00
	\$121.10	\$142.10	\$163.10	1/1/2014	12/31/2014	\$42.00	5.0%	
	\$127.16	\$149.21	\$171.26	1/1/2015	12/31/2015	\$44.10	5.0%	
CADD/Designer II	\$95.15	\$111.65	\$128.15	1/1/2013	12/31/2013	\$33.00		\$33.00 - \$37.00
	\$99.91	\$117.24	\$134.56	1/1/2014	12/31/2014	\$34.65	5.0%	
	\$104.90	\$123.09	\$141.28	1/1/2015	12/31/2015	\$36.38	5.0%	
Research/Expeditor	\$100.92	\$118.42	\$135.92	1/1/2013	12/31/2013	\$35.00		\$35.00 - \$39.00
	\$105.97	\$124.34	\$142.72	1/1/2014	12/31/2014	\$36.75	5.0%	
	\$111.27	\$130.57	\$149.86	1/1/2015	12/31/2015	\$38.59	5.0%	

1.Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2.Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3.For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

•Denote all employees subject to prevailing wage with an asterisks (*)

•For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL

Page 1 of 1

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant ARROW ENGINEERING SERVICES, INC. (Surveying) Contract No. AE-3 Date 06/19/14

Fringe Benefit 20% + Overhead 60% + General Administration 70% = Combined Indirect Cost Rate (ICR) 150%

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Brian Glidden/Principal Engineer	102.82	121.52	140.21	06-01-13	12-31-13	37.39	5 %	Not Applicable
	107.97	127.60	147.23	01-01-14	12-31-14	39.26	5 %	Not Applicable
	113.36	133.97	154.58	01-01-15	12-31-15	41.22	5 %	Not Applicable
Jim Schroeter/Prof. Engineer/Surveyor	130.35	154.05	177.75	06-01-13	12-31-13	47.40	5 %	Not Applicable
	136.87	161.76	186.64	01-01-14	12-31-14	49.77	5 %	Not Applicable
	143.72	169.85	195.98	01-01-15	12-31-15	52.26	5 %	Not Applicable
David Haynes/Survey/Party Chief *	116.07	137.18	158.28	06-01-13	12-31-13	42.21	5 %	Not Applicable
	121.88	144.04	166.20	01-01-14	12-31-14	44.32	5 %	Not Applicable
	127.99	151.26	174.53	01-01-15	12-31-15	46.54	5 %	Not Applicable
Louie Davis/Survey/Chainman*	107.61	127.18	146.74	06-01-13	12-31-13	39.13	5 %	Not Applicable
	113.00	133.55	154.09	01-01-14	12-31-14	41.09	5 %	Not Applicable
	118.64	140.21	161.78	01-01-15	12-31-15	43.14	5 %	Not Applicable
*Party Chief and Chainman is Two Man Crew.								

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Paragon Partners Ltd. Contract No. _____ Date 06/19/14

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) 85.0%
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.0%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Thomas Petrosky Project Manager	\$102.73	\$0.00	\$0.00	07/01/2013	06/30/2014	\$102.73		Not Applicable
	\$108.89			07/01/2014	06/30/2015	\$108.89	6.0%	
	\$115.42			07/01/2015	06/30/2016	\$115.42	6.0%	
Laura Garcia Acquisition Specialist	\$50.88	\$0.00	\$0.00	07/01/2013	06/30/2014	\$50.88		Not Applicable
	\$53.93			07/01/2014	06/30/2015	\$53.93	6.0%	
	\$57.17			07/01/2015	06/30/2016	\$57.17	6.0%	
Deborah Martinez Relocation Specialist	\$82.58	\$0.00	\$0.00	07/01/2013	06/30/2014	\$82.58		Not Applicable
	\$87.53			07/01/2014	06/30/2015	\$87.53	6.0%	
	\$92.78			07/01/2015	06/30/2016	\$92.78	6.0%	
Tavia Anicee Project Coordinator	\$68.48	\$0.00	\$0.00	07/01/2013	06/30/2014	\$68.48		Not Applicable
	\$72.59			07/01/2014	06/30/2015	\$72.59	6.0%	
	\$76.95			07/01/2015	06/30/2016	\$76.95	6.0%	
Michael Boss Title Specialist	\$93.12	\$0.00	\$0.00	07/01/2013	06/30/2014	\$93.12		Not Applicable
	\$98.71			07/01/2014	06/30/2015	\$98.71	6.0%	
	\$104.63			07/01/2015	06/30/2016	\$104.63	6.0%	
Jim Lemont General Real Estate Appraisal Coordinator	\$136.98	\$0.00	\$0.00	07/01/2013	06/30/2014	\$136.98		Not Applicable
	\$145.20			07/01/2014	06/30/2015	\$145.20	6.0%	
	\$153.91			07/01/2015	06/30/2016	\$153.91	6.0%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 20th day of January, 2015.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

HDR ENGINEERING, INC.,
hereinafter referred to as "Consultant",

County has determined that it is a matter of public convenience and necessity to engage the specialized services of Consultant to provide as-needed engineering and design support services.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in Attachment 1 dated January 20, 2015, which is attached hereto and incorporated into the Agreement by this reference. No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant up to an aggregate not to exceed fee of Five Million Dollars (\$5,000,000) in the manner set forth immediately below and according to the Consultant's cost proposal attached to this Agreement as Attachment 2.

County shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in Attachment 1 dated January 20, 2015, up to an aggregate amount of \$5,000,000. No payments shall be made prior to verification and approval by Director of any work. No payments shall be made prior to execution by County of this Contract. No work shall be performed by Consultant, and no payment obligation shall be incurred by County, prior to the execution of this Contract by County. Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's cost proposal (Attachment 4). Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Subject to the aggregate not to exceed fee of \$5,000,000, Supplemental Consultant Services may be required at County's discretion, upon prior written authorization by Director, and will be based on Consultant's cost proposal attached to this Agreement as Attachment 4.
- c. Cost of Living Adjustments (COLA) are provided, and the County shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to County employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange County, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this Contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the County's Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the Contract period which coincides with that fiscal year.

- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Agreement.
- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not be required to perform services which will exceed the Contract amount, scope of work, and Contract dates without amendment to this Agreement.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the Contract amount stipulated without amendment to this Agreement.

- g. Consultant will notify County when the Contract amount has been incurred up to 75% of the Contract total.
- h. As all projects will be located within the County of Los Angeles, mileage and travel-related expenses will not be reimbursed unless pre-authorized by the County Project Manager. If mileage is pre-authorized by the County Project Manager, mileage will be reimbursed at the current IRS rate. County will not reimburse Consultant for subsistence.
- i. **ALLOWABLE COSTS AND PAYMENTS FOR THIS ON-CALL CONTRACT:**
 - a. Specific projects will be assigned to the Consultant through issuance of Task Orders.
 - b. After a project to be performed under this Contract is identified by the County, the County will prepare a draft Task Order,

without a cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. The cost terms of the Task Order are subject to negotiation in accordance with the terms of the Contract. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the County and the Consultant.

- c. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal (Attachment 4). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable during the contract's three year term period as set forth in this Agreement, with the exception of Paragraph 3(c), above.
- d. In addition, the Consultant will be reimbursed for those non-salary related costs listed in the executed Task Order, but only to the extent that such costs are actually incurred by Consultant.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal and this Agreement, and shall be limited as specified in Paragraph 3(h), above.
- f. When milestone cost estimates are included in the approved Cost Proposal, the Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. The Consultant shall not commence performance of work or services until this Contract has been approved by the County, and written notification to proceed has been issued by the County's Contract Manager. No payment will be made prior to approval or for any work performed prior to approval of this Contract.
- i. A Task Order is of no force or effect until returned to the County and signed by an authorized representative of the County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the County.

- j. The Consultant shall provide the County's Contract Manager itemized invoices in triplicate for all services performed and claimed costs incurred. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due the County that include any equipment purchased under the provisions of Article 49, Equipment Purchase, of this Contract, must be reimbursed by the Consultant prior to the expiration or termination of this Contract. Invoices shall be mailed to the County's Contract Manager at the following address:

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS/NYDIA RIVAS

900 South Fremont Avenue, Alhambra, CA 91803

- k. The total amount payable by the County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Contract amendment.
- l. The total amount payable by the County for all Task Orders resulting from this Contract shall not exceed \$5,000,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this contract through Task Orders, or that Consultant will be issued any work under this contract.
- m. The County will make all reasonable efforts to timely reimburse Consultant after Consultant provides to the County's Contract Manager, and the County approves, an itemized invoice.
- n. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Manager.
- o. Consultant shall be required to complete and submit the following forms:
- DAS140 Public Works Contract Award Information
 - Checklist of Labor Law Requirements to the Contract
 - Fringe Benefit Statements

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director, or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term and Termination

- a. This Contract shall go into effect on January 20, 2015, contingent upon approval by County. Consultant shall commence work after written notification to proceed by the County's Contract Manager. The Contract shall end on January 19, 2018, unless extended by Contract amendment.
- b. The Consultant is advised that any recommendation for contract award is not binding on the County until the contract is fully executed and approved by the County.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project.
- d. The Contract includes 2 1-year renewal options, which may be exercised at the sole discretion of the County.
- e. Notwithstanding the above-referenced expiration date, if the County has authorized the Consultant to perform services on a given project prior to the stated expiration date, but ultimately such services are not completed by such stated expiration date, the expiration date of the Agreement shall be automatically extended until such services are completed to the satisfaction of the County, and automatically extended for that purpose only.
- f. County may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving thirty (30) calendar days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered but, in no event shall such reimbursement exceed the amounts set forth in the relevant Task Order. In the event of any such termination by County, Consultant shall provide to the County a termination report consisting of all drawings, specifications, reports,

and data accumulated to the date of such termination in a form capable of assimilation for use by County.

8. Ownership of County Materials

a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials. Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and

defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all County Materials: "© Copyright 2014 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will, however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

g. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, by County of the machine-readable information and data provided by Consultant under this contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by County of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.

h. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

i. County may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

j. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

9. Indemnification and Insurance

Consultant has selected one of the two alternative Indemnification and Insurance Provisions (attached) and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 *Q* Alternative 2 _____

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by County.

Consultant specifically recognizes and agrees that if County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend the Agreement. While County reserves the right to determine individually that the anti-discrimination provision of the Agreement has been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of the Agreement.

At its option, and in lieu of canceling, terminating, or suspending the Contract, County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. County and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant.

Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

12. County's Quality Assurance Plan

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

13. Assignment

This Agreement shall not be assigned without the prior written consent of County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this Agreement, or concerns, relates to, or is connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

15. Conflict of Interest

a. No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

b. Consultant shall disclose any financial, business, or other relationship with the County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

c. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

d. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal or any other solicitation developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime consultant or subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the County of the bid by the prime consultant in question.

17. Lobbying

Consultant and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may immediately terminate or suspend this Contract.

18. Gratuities, Rebates, Kickbacks Or Other Unlawful Consideration

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the Agreement or that Consultant's failure to provide such consideration may negatively affect County's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

Consultant shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee, or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, the County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

19. Employment of Laid-Off County Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the Contract value, require additional or replacement personnel to perform services under this Agreement other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

20. Consultant's Warranty of Adherence to County's Child Support Compliance Program

Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which County Board of Supervisors may terminate this Contract.

21. Consultant's Acknowledgment of County's Commitment to Child Support Enforcement

Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business. County's District Attorney will supply Consultant with the poster to be used.

22. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

23. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. County will refer GAIN/GROW participants by job category to Consultant.

24. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

25. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

26. County Rights

The County may employ, either during or after performance of this Agreement, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Agreement are in addition to any right or remedy provided by California law.

27. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Prevailing Wage Requirements

Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1720, and all Federal, State, and local laws and ordinances applicable to the work. Consultant must comply with all applicable prevailing wage requirements.

Prevailing wage rates may be accessed at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

Payroll Records Requirements

All Consultant's and sub-consultants whose services are applicable* to prevailing wage rates will be required to submit certified payrolls and labor compliance documentation electronically at the discretion of, and in the manner specified by, the

County. **Applicable Labor services are those conducted on the project site.*

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. The Consultant and its subconsultants will be given a log on identification and password to access the web-based labor compliance reporting system. Consultant shall upload their completed DAS140, Public Works Contract Award Information form and the Checklist of Labor Law Requirements prior to commencing work on the project onto the web-based system. The Fringe Benefit Statement form shall be completed and submitted with the first payroll record entered on the web-based system.

Use of the web-based system will entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. In addition, the Consultant may use payroll and accounting software that is capable of interfacing with the web-base system. The payroll and accounting software must be capable of generating a 'comma delimited file' or 'comma separated value (CSV) file' that will interface with the web-based system.

29. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

30. Consultant Responsibility and Debarment

a. A responsible consultant is a consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this contract. It is the County's policy to conduct business only with responsible consultants.

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with

the County.

c. The County may debar a consultant if the Board of Supervisors finds, in its discretion, that the consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

d. If there is evidence that the consultant may be subject to debarment, the Department will notify the consultant in writing of the evidence which is the basis for the proposed debarment and will advise the consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The consultant and/or the consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. The consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County's Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the a consultant has been debarred for a period longer than five years, that consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subconsultants of Consultant.

31. Debarment and Suspension Certification

a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

32. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

a. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a consultant or contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual

jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, consultant means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the County under the Agreement, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.

c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrates to the County's satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.

d. Consultant's violation of this Section of the Agreement may constitute a material breach of contract. In the event of such material breach, County may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. No Payment for Services Provided Following Expiration/Termination of Agreement

Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this

Agreement.

34. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County consultants to voluntarily post the County's, Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

35. Consultant Assignment

a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

36. Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Consultant acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

37. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Consultant to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Consultant pursuant to County Code Chapter 2.206.

38. Disadvantaged Business Enterprise (DBE) Participation

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. Consultant must meet the goal set in this Contract by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by County and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting County's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

39. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

a. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.

b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

c. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

40. Disadvantaged Business Enterprise (DBE) Participation

a. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

b. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.

c. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

41. DBE Records

a. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

b. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" CEM-2402F (Exhibit 17-F in Chapter 17 of the Local Assistance Procedures Manual), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the

final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

Prior to the fifteenth of each month, the Consultant shall submit documentation to the County's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the County's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

c. The Consultant shall also submit to the County's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans" Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the County's Contract Manager.

42. DBE Certification and De-certification Status

a. In all subcontractors with subconsultants, Consultant shall require that, if a DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of this Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Consultant shall report any such changes to the County's Contract Manager within 30 days.

43. When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

a. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

b. If the materials or supplies purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products,

steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

d. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

44. Cost Principles

a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

b. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the County.

45. Contingent Fee

a. The Consultant warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the County has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

46. Retention of Records/Audit

a. For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code section 8546.7; the Consultant, subconsultants, and the County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, the State Auditor, County, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

b. Subcontracts in excess of \$25,000 shall contain this provision.

47. Dispute Resolution Procedures

47.1 Consultant and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. Except for disputes concerning audits, all such disputes shall be subject to the provisions of this paragraph 45.

47.2 Consultant and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its sole and absolute discretion, determines should be delayed as a result of such dispute. County shall continue to pay sums not in dispute, during any such period of continued performance.

If Consultant fails to continue without delay its performance hereunder which County, in its sole and absolute discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Consultant or County as a result of Consultant's failure to continue to so perform shall be borne by Consultant, and Consultant shall make no claim whatsoever against County for such costs. Consultant shall promptly reimburse County for such Consultant costs, as determined by County, or County may deduct all such additional costs from amount due to Consultant from County, whether under this Agreement or otherwise.

47.3 In the event of any dispute between the parties with respect to this Agreement, Consultant and County shall submit the matter to County's Project Director or designee, and Consultant's Project Manager for the purpose of endeavoring to resolve such dispute.

- 47.4 In the event that County's Project Director or designee, and Consultant's Project Manager are unable to resolve the dispute within a reasonable time not to exceed fifteen (15) working days from the date of submission of the dispute, then the matter shall be immediately submitted to Consultant's Regional Manager and the County's Deputy Director of Public Works or designee. These persons shall have fifteen (15) working days to attempt to resolve the dispute.
- 47.5 If there is not a resolution of the dispute acceptable to both parties then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 47.6 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this paragraph 45, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meetings or by telephone, or in writing by exchange of correspondence.
- 47.7 Notwithstanding any other provision of this Agreement, County's rights to terminate this Agreement shall not be subject to this Dispute Resolution Procedure.

48. Audit Review Procedures

a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the County Auditor-Controller.

b. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the County Auditor-Controller of unresolved audit issues. The request for review will be submitted in writing.

c. Neither the pendency of a dispute nor its consideration by the County will excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.

d. Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local

government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the County Contract Manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by the County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of Contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

49. Subcontracting

a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County and any subconsultants, and no subcontract shall relieve the Consultant of their responsibilities and obligations herein. The Consultant agrees to be as fully responsible to the County for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the County's obligation to make payments to the Consultant.

b. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

c. The Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the County, except that which is expressly identified in the approved cost proposal.

Any substitution of subconsultants must be approved in writing by the County's Contract Manager prior to the start of work by the subconsultant.

50. Prompt Payment of Funds Withheld to Subconsultants

a. No retainage will be withheld by the County from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by Consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

51. Equipment Purchase

a. Prior authorization, in writing, by the County shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For purchase of any item, service or consulting work not covered in the Consultant's cost proposal and exceeding \$5,000 prior authorization by the County is required; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

c. Any equipment purchased as a result of this contract is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures, and credit the County in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

d. All subcontracts in excess \$25,000 shall contain the above provisions.

52. Inspection of Work

The Consultant and any subconsultant shall permit the County, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

53. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

54. Statement of Compliance

a. The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

55. Prohibition of Expending Local Agency State or Federal Funds for Lobbying

a. The Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with this contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

56. Confidentiality of Data

a. All financial, statistical, personal, technical, or other data and information relative to County operations, which are designated confidential by the County and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure.

b. Permission to disclose information on one occasion, or public hearing held by the County relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

c. The Consultant shall not comment publicly to the press or any other media regarding the contract or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in the response to questions from a Legislative committee.

d. The Consultant shall not issue any news release or public relations item or any nature, whatsoever, regarding work performed or to be performed under this contract without review of the contents thereof by the County, and receipt of the County's written permission.

e. Any subcontract entered into as a result of this contract shall contain all the provisions of this Article.

57. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultant shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

58. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Architectural Engineering Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2585

CONSULTANT

HDR Engineering, Inc.
801 South Grand Avenue, Suite 500
Los Angeles, CA 90017
(213) 239-5800 Phone
(213) 817-4747 Fax

The address for notice may be changed by giving notice pursuant to this paragraph.

59. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written agreement between the parties hereto.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board, and the Consultant has hereunto subscribed its corporate name and affixed its corporate name by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

HDR ENGINEERING, INC.

By Mike Antonovich
Mayor, Board of Supervisors

By [Signature]
Sr. Vice President

By [Signature]
~~Secretary~~ Vice President

ATTEST:

PATRICK OGAWA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By Carla Little
Deputy

By Carla Little
Deputy

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 JAN 20 2015

[Signature]
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78338

ACKNOWLEDGMENT

State of California
County of Orange

On October 23, 2014 before me, Michelle A. White, Notary Public
(insert name and title of the officer)

personally appeared Kip D. Field,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~
subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in
his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *M White* (Seal)



ACKNOWLEDGMENT

State of California
County of Los Angeles)

On October 20, 2014 before me, Jennifer F. Thoren, Notary Public
(insert name and title of the officer)

personally appeared Thomas T. Kim,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer F. Thoren (Seal)



ATTACHMENT 1

**AS-NEEDED ENGINEERING DESIGN AND SUPPORT SERVICES FOR THE
ROAD/FLOOD CONTROL CONSTRUCTION PROGRAMS
HDR ENGINEERING, INC.
PW13847**

The services to be rendered by the Consultant shall include all services as described in their proposal, except to the extent they are inconsistent with this attachment and the terms of this Agreement, and shall consist of all such services as are customarily rendered when providing professional services of this type.

Scope of Work

The Consultant, under the County's formal direction, shall provide support services for project identification, program development, project management, project design, and project scheduling and delivery as a member of the County of Public Works Project Delivery Team. All work shall be performed in conformance with Public Works' policies, procedures, and standards, and in accordance with this Scope of Services.

Specific work shall be assigned to the Consultant through task orders issued by the Public Works' Project Manager. The Consultant shall cooperate with Public Works, other involved agencies, and other consultants working on each task order.

All work products furnished by the Consultant shall be of quality acceptable to Public Works. Products shall be of neat appearance, well-organized technically and grammatically correct, checked, dated, and shall have author/designer and checker identified. The minimum standard of quality for work products shall be that of similar work products produced by Public Works. The Consultant shall modify all work as necessary to provide the acceptable level of quality.

All work shall comply with pertinent Federal, State, City, and County guidelines, policies, and procedures. The services to be provided by the Consultant may include, but not limited to, the following tasks:

Project Identification and Program Development

These services may range from the identification of improvement projects for inclusion in the County's Road/Flood Control Construction Programs to the development of a rehabilitation program of County maintained Roads and Flood Control facilities by geographic areas. The types of services and improvement projects may include, but are not limited to, the following:

- Pavement and Flood Control Facilities Rehabilitation Investigations
- Inventory of existing Road and Flood Control facilities
- Field investigation of existing Flood Control facilities and identify necessary improvements

- Rehabilitation, preservation, and reconstruction of County maintained Roads and Flood Control facilities
- Traffic Congestion Relief Studies
- Roadway Widenings
- Grade Separations
- Truck Impacted Intersections
- Corridor Studies
- Roundabout Installations
- Intersection Widening and Signal Modifications
- ADA Compliance Issues
- Roadway/Flood Control Enhancements to meet current County standards
- Locations for concrete intersections and bus pads
- Street Lighting Studies
- Traffic Studies for Signals Warrants, Signal Timing & Phasing, and Channelization
- Intersection Capacity and Level of Service Studies
- Slide Stabilization
- Guardrail Installation and Upgrades
- Regional slotted cross-gutter replacements
- Culvert Upgrades/Lining
- Intersection Improvements/Enhancements
- Parkway Improvements
- Intelligent Transportation Studies and Design
- Traffic Safety Analysis
- Traffic Calming, Pedestrian Safety and Access Enhancement Studies
- Review of Pedestrian Routes to Public Transit Bus Stops
- Roadway Landscaping

Project Design

The Consultant shall be familiar with and comply with the current Public Works standards and parameters when performing these services. The requested services may include the analysis of and/or the preparation of plans/reports for, but not limited to, the following:

Highway Design Services

- Project Design Services
- Engineering Calculations
- Review of design plans prepared by others
- Street Improvements
- Parkway Improvements
- Roadway Landscaping
- 'As-built' drawings

Traffic Design Services

- Traffic Index Analysis
- Traffic Signal and Synchronization Analysis
- Inductive Loop Detectors
- Impact Analysis
- Signing and Striping Configurations
- Plans, Specifications, and Estimates (PS&E)
- Traffic Detour Plans
- Electrical Drawings for Street Lighting Standards and Signal Modification Plans

Drainage Design Services

- Project Design Concepts
- Plans, Specifications, and Estimates (PS&E)
- Engineering Calculations
- 'As-built' drawings

Hydrologic Services

- Field and Hydrologic Calculations
- Flood Analysis
- Hydrology Reports

Materials Engineering Services

- Slope Stability Studies and Reports
- Materials Reports
- Pavement Corings
- Piezometer Installations
- Soil Borings
- Environmental Site Assessment Phase I and II Reports
- Materials/Groundwater Sampling, Drilling, Environmental Testing, and Laboratory Analysis
- Pavement Structural Section Calculations

Mapping and Surveying Services

- Right of Way Mapping, Legals
- Easement Acquisition Documents
- Appraisal Reports
- Base Maps
- Field Surveys
- Horizontal/Vertical Controls
- Centerline Ties
- Benchmark Information
- Design Surveys
- Topographic/Aerial Surveys
- Construction Staking
- 'As-built' Surveys

Utility Coordination and Construction Services

- Coordination with all affected utility companies to establish locations of all utilities in the vicinity of the project
- Utility potholing services
- Utility occupation/relocation drawings
- Construction dewatering plans, specifications, cost estimates
- NPDES construction dewatering permit processing

Environmental Documentation Services

- Environmental Investigations and Determination
- Review of environmental documentation services provided by others
- All activities necessary for the preparation and approval of CEQA and NEPA Environmental Impact Statements
 - Categorical exemptions
 - Initial Studies/Negative Declarations
 - Environmental Assessments
 - Environmental Impact Reports and Environmental Impact Statements
 - Special Technical Studies
 - Consultation with federal funding agencies
 - Mitigation Measures development and implementation
 - Public Notices
 - File Notices with County Clerk and State Clearinghouse
 - Administer and conduct community meetings

Regulatory Permit Services

- Regulatory Agency Permit Processing
- Mitigation Measures development and implementation
- Public Notices
- File Notices with County Clerk and State Clearinghouse
- Administer and conduct community meetings

Project Management and Scheduling Services

The Consultant's staff, under the County's formal direction, shall furnish project management and project scheduling services. The Consultant must possess the required knowledge and expertise in the Public Works standard project management software system. The scope of work for this service may include, but is not limited to, the following:

Project Management Services

- Project management activities to ensure timely delivery
- Develop, maintain, and monitor resource/staffing requirements
- Resource/staffing reports
- Project and program status reports
- Project Budget/Cost Estimating
- Development, implementation, and maintenance of procedures, policies, and technical documents
- Quality control inspection and reports
- Coordination with project team, other County departments and outside agencies

Project Scheduling Services

- Establish, review and update project schedules
- Data entry of project scheduling information
- Program/Project Control (Budget and Schedule) and Reporting

Public Relations Services

- Coordinate and represent Public Works at community meetings
- Prepare project information reports/flyers for distribution to the public
- Community outreach

Landscape Architectural Services

Consultant shall also provide landscape architectural services on an as-needed basis (or as staff augmentation). Typical scope of landscape architectural services shall include, but not limited to, landscape design, preparation of landscape plans, cost estimates and specifications and other landscape technical consultation services for County road and flood right-of-way projects, and County capital projects.

Deliverables and Schedule

Task Orders

Specific projects will be assigned to Consultant through issuance of Task Orders.

- a. After a project to be performed under this contract is identified by County, County will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both County and

Consultant. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.

- b. Consultant will be reimbursed for hours worked at the hourly rates specified in Consultants Cost Proposal (Attachment 4). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- c. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- d. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- e. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Project Coordinator before exceeding such estimate.
- f. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- g. Consultant shall not commence performance of work or services until this contract has been approved by County, and notification to proceed has been issued by County's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- h. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.
- i. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Program Coordinator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45-calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number.
- j. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

- k. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by a revised and approved Task Order.
- l. The total amount payable by County for all Task Orders resulting from this contract shall not exceed \$5,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- m. All subcontracts in excess of \$25,000 shall contain the above provisions.

Compensation

This Contract shall go into effect on January 20, 2015, contingent upon approval by the County. Consultant shall commence work after written notification to proceed by the County's Contract Manager. The Contract shall end on January 19, 2018, unless extended by Contract amendment. Payment will be according to the agreed rates of compensation with a not-to-exceed fee of Five Million Dollars (\$5,000,000). The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in this Contract.

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless County, its agents, appointed and elected officers, County Special Districts, and employees from and against any and all liability, expense (including defense costs and legal fees), lawsuits, actions, claims, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier.

The foregoing paragraph notwithstanding, Consultant further shall indemnify, defend, and hold harmless County, its agents, appointed and elected officers, County Special Districts, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this Agreement on behalf of Consultant by any person.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the County and its related persons and entities for liabilities caused by the active negligence of the County and its related persons and entities. However, this provision does not limit any obligation to insure and defend the County and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

II. INSURANCE

Without limiting Consultant's indemnification of County and during the term of this Agreement, Consultant shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and primary to, and not contributing with, any other insurance maintained by the County. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

A. Liability:

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
 - b. If written on a Claims Made Form, the Consultant shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.
2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the Consultant is legally required to cover.

C. Professional Liability:

Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per claim or occurrence, and Two Million Dollars (\$2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two (2) years from the date of termination or completion of this AGREEMENT.

Consultant agrees to the above Indemnification and Insurance Provisions.



Initials

Cost Proposal**As Needed Engineering: Design and Support Services for the Road/Flood Control Construction Programs**

Prime: HDR Engineering, Inc.

	Fringe Benefit%		Overhead%		General Administration %		Combined %
NORMAL	49.6%	+	108.6%	+	0.0%	=	158.2%
OVERTIME	49.6%	+	108.6%	+	0.0%	=	158.2%
			FEE %	=	10.0%		

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification	Hourly Billing Rate			Effective Date of Hourly Rate		Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2.0 X)	From	To			
Kim, Tom/Project Principal	335.37	N/C	N/C	1/1/2014	12/31/2014	0%	118.08	N/A
Exempt	352.13	N/C	N/C	1/1/2015	12/31/2015	5.00%	123.98	N/A
	369.74	N/C	N/C	1/1/2016	12/31/2016	5.00%	130.18	N/A
	388.23	N/C	N/C	1/1/2017	12/31/2017	5.00%	136.69	N/A
	407.63	N/C	N/C	1/1/2018	12/31/2018	5.00%	143.52	N/A
Bacsikin, Scott/Project Manager	283.54	N/C	N/C	1/1/2014	12/31/2014	0%	99.83	N/A
Exempt	297.71	N/C	N/C	1/1/2015	12/31/2015	5.00%	104.82	N/A
	312.59	N/C	N/C	1/1/2016	12/31/2016	5.00%	110.06	N/A
	328.21	N/C	N/C	1/1/2017	12/31/2017	5.00%	115.56	N/A
	344.63	N/C	N/C	1/1/2018	12/31/2018	5.00%	121.34	N/A
Hager, Mark/QA/QC	237.58	N/C	N/C	1/1/2014	12/31/2014	0%	83.65	N/A
Exempt	249.45	N/C	N/C	1/1/2015	12/31/2015	5.00%	87.83	N/A
	261.92	N/C	N/C	1/1/2016	12/31/2016	5.00%	92.22	N/A
	275.02	N/C	N/C	1/1/2017	12/31/2017	5.00%	96.83	N/A
	288.76	N/C	N/C	1/1/2018	12/31/2018	5.00%	101.67	N/A
Mano, Steve/QA/QC	177.26	N/C	N/C	1/1/2014	12/31/2014	0%	62.41	N/A
Exempt	186.12	N/C	N/C	1/1/2015	12/31/2015	5.00%	65.53	N/A
	195.43	N/C	N/C	1/1/2016	12/31/2016	5.00%	68.81	N/A
	205.20	N/C	N/C	1/1/2017	12/31/2017	5.00%	72.25	N/A
	215.46	N/C	N/C	1/1/2018	12/31/2018	5.00%	75.86	N/A
Christoplis, Charles/Task Lead-Roadway	201.74	N/C	N/C	1/1/2014	12/31/2014	0%	71.03	N/A
Exempt	211.82	N/C	N/C	1/1/2015	12/31/2015	5.00%	74.58	N/A
	222.42	N/C	N/C	1/1/2016	12/31/2016	5.00%	78.31	N/A
	233.55	N/C	N/C	1/1/2017	12/31/2017	5.00%	82.23	N/A
	245.22	N/C	N/C	1/1/2018	12/31/2018	5.00%	86.34	N/A
Seits, Mark/Task Lead-Hydraulic/Hydrology	251.64	N/C	N/C	1/1/2014	12/31/2014	0%	88.60	N/A
Exempt	264.22	N/C	N/C	1/1/2015	12/31/2015	5.00%	93.03	N/A
	277.43	N/C	N/C	1/1/2016	12/31/2016	5.00%	97.68	N/A
	291.29	N/C	N/C	1/1/2017	12/31/2017	5.00%	102.56	N/A
	305.86	N/C	N/C	1/1/2018	12/31/2018	5.00%	107.69	N/A
O'Neill, Patrick/Sr. Task Manager-Environ.	247.95	N/C	N/C	1/1/2014	12/31/2014	0%	87.30	N/A
Exempt	260.36	N/C	N/C	1/1/2015	12/31/2015	5.00%	91.67	N/A
	273.37	N/C	N/C	1/1/2016	12/31/2016	5.00%	96.25	N/A
	287.03	N/C	N/C	1/1/2017	12/31/2017	5.00%	101.06	N/A
	301.37	N/C	N/C	1/1/2018	12/31/2018	5.00%	106.11	N/A
Eich, Ingrid/Environmental Engineer	152.86	N/C	N/C	1/1/2014	12/31/2014	0%	53.82	N/A
Exempt	160.50	N/C	N/C	1/1/2015	12/31/2015	5.00%	56.51	N/A
	168.54	N/C	N/C	1/1/2016	12/31/2016	5.00%	59.34	N/A
	176.97	N/C	N/C	1/1/2017	12/31/2017	5.00%	62.31	N/A
	185.83	N/C	N/C	1/1/2018	12/31/2018	5.00%	65.43	N/A
Keresztes, Peter/Sr. Traffic Designer	115.31	N/C	N/C	1/1/2014	12/31/2014	0%	40.60	N/A
Exempt	121.08	N/C	N/C	1/1/2015	12/31/2015	5.00%	42.63	N/A
	127.13	N/C	N/C	1/1/2016	12/31/2016	5.00%	44.76	N/A
	133.49	N/C	N/C	1/1/2017	12/31/2017	5.00%	47.00	N/A
	140.16	N/C	N/C	1/1/2018	12/31/2018	5.00%	49.35	N/A

Cost Proposal**As Needed Engineering: Design and Support Services for the Road/Flood Control Construction Programs**

Prime: HDR Engineering, Inc.

	Fringe Benefit%		Overhead%	General Administration %	Combined %
NORMAL	49.6%	+	108.6%	+	0.0% = 158.2%
OVERTIME	49.6%	+	108.6%	+	0.0% = 158.2%
			FEE %	=	10.0%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification	Hourly Billing Rate			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2.0 X)	From	To			
Khou, Try/Task Lead-Utilities	196.00	N/C	N/C	1/1/2014	12/31/2014	0%	69.01	N/A
Exempt	205.80	N/C	N/C	1/1/2015	12/31/2015	5.00%	72.46	N/A
	216.08	N/C	N/C	1/1/2016	12/31/2016	5.00%	76.08	N/A
	226.88	N/C	N/C	1/1/2017	12/31/2017	5.00%	79.88	N/A
	238.21	N/C	N/C	1/1/2018	12/31/2018	5.00%	83.87	N/A
Spiker, Thomas/Roadway Project Engr	169.45	N/C	N/C	1/1/2014	12/31/2014	0%	59.66	N/A
Exempt	177.91	N/C	N/C	1/1/2015	12/31/2015	5.00%	62.64	N/A
	186.80	N/C	N/C	1/1/2016	12/31/2016	5.00%	65.77	N/A
	196.14	N/C	N/C	1/1/2017	12/31/2017	5.00%	69.06	N/A
	205.94	N/C	N/C	1/1/2018	12/31/2018	5.00%	72.51	N/A
Rocha, Camilo/Sr. Roadway Engineer	273.68	N/C	N/C	1/1/2014	12/31/2014	0%	96.36	N/A
Exempt	287.37	N/C	N/C	1/1/2015	12/31/2015	5.00%	101.18	N/A
	301.74	N/C	N/C	1/1/2016	12/31/2016	5.00%	106.24	N/A
	316.82	N/C	N/C	1/1/2017	12/31/2017	5.00%	111.55	N/A
	332.67	N/C	N/C	1/1/2018	12/31/2018	5.00%	117.13	N/A
Tseng, Jack/Project Engineer	185.61	N/C	N/C	1/1/2014	12/31/2014	0%	65.35	N/A
Exempt	194.89	N/C	N/C	1/1/2015	12/31/2015	5.00%	68.62	N/A
	204.64	N/C	N/C	1/1/2016	12/31/2016	5.00%	72.05	N/A
	214.86	N/C	N/C	1/1/2017	12/31/2017	5.00%	75.65	N/A
	225.60	N/C	N/C	1/1/2018	12/31/2018	5.00%	79.43	N/A
Flores, Bill/Project Engineer	171.66	N/C	N/C	1/1/2014	12/31/2014	0%	60.44	N/A
Exempt	180.24	N/C	N/C	1/1/2015	12/31/2015	5.00%	63.46	N/A
	189.24	N/C	N/C	1/1/2016	12/31/2016	5.00%	66.63	N/A
	198.70	N/C	N/C	1/1/2017	12/31/2017	5.00%	69.96	N/A
	208.64	N/C	N/C	1/1/2018	12/31/2018	5.00%	73.46	N/A
Haghdoust, Vahid/Project Engineer	155.61	N/C	N/C	1/1/2014	12/31/2014	0%	54.79	N/A
Exempt	163.40	N/C	N/C	1/1/2015	12/31/2015	5.00%	57.53	N/A
	171.58	N/C	N/C	1/1/2016	12/31/2016	5.00%	60.41	N/A
	180.15	N/C	N/C	1/1/2017	12/31/2017	5.00%	63.43	N/A
	189.16	N/C	N/C	1/1/2018	12/31/2018	5.00%	66.60	N/A
Doeing, Brian/Sr. Project Engineer	248.97	N/C	N/C	1/1/2014	12/31/2014	0%	87.66	N/A
Exempt	261.41	N/C	N/C	1/1/2015	12/31/2015	5.00%	92.04	N/A
	274.48	N/C	N/C	1/1/2016	12/31/2016	5.00%	96.64	N/A
	288.20	N/C	N/C	1/1/2017	12/31/2017	5.00%	101.47	N/A
	302.59	N/C	N/C	1/1/2018	12/31/2018	5.00%	106.54	N/A
Molinaro, Joe/Project Engineer	134.99	N/C	N/C	1/1/2014	12/31/2014	0%	47.53	N/A
Exempt	141.75	N/C	N/C	1/1/2015	12/31/2015	5.00%	49.91	N/A
	148.85	N/C	N/C	1/1/2016	12/31/2016	5.00%	52.41	N/A
	156.30	N/C	N/C	1/1/2017	12/31/2017	5.00%	55.03	N/A
	164.11	N/C	N/C	1/1/2018	12/31/2018	5.00%	57.78	N/A
Ragan, Leslie/Sr. Designer (EIT)	140.53	N/C	N/C	1/1/2014	12/31/2014	0%	49.48	N/A
Exempt	147.55	N/C	N/C	1/1/2015	12/31/2015	5.00%	51.95	N/A
	154.93	N/C	N/C	1/1/2016	12/31/2016	5.00%	54.55	N/A
	162.69	N/C	N/C	1/1/2017	12/31/2017	5.00%	57.28	N/A
	170.81	N/C	N/C	1/1/2018	12/31/2018	5.00%	60.14	N/A

Cost Proposal

As Needed Engineering: Design and Support Services for the Road/Flood Control Construction Programs

Prime: HDR Engineering, Inc.

	Fringe Benefit%		Overhead%		General Administration %		Combined %
NORMAL	49.6%	+	108.6%	+	0.0%	=	158.2%
OVERTIME	49.6%	+	108.6%	+	0.0%	=	158.2%
			FEE %	=	10.0%		

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification	Hourly Billing Rate			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2.0 X)	From	To			
Peery, William/Structural Engr	116.48	N/C	N/C	1/1/2014	12/31/2014	0%	41.01	N/A
Exempt	122.30	N/C	N/C	1/1/2015	12/31/2015	5.00%	43.06	N/A
	128.41	N/C	N/C	1/1/2016	12/31/2016	5.00%	45.21	N/A
	134.82	N/C	N/C	1/1/2017	12/31/2017	5.00%	47.47	N/A
	141.56	N/C	N/C	1/1/2018	12/31/2018	5.00%	49.84	N/A
Reznikov, Boris/Sr. Structural Engineer	244.03	N/C	N/C	1/1/2014	12/31/2014	0%	85.92	N/A
Exempt	256.24	N/C	N/C	1/1/2015	12/31/2015	5.00%	90.22	N/A
	269.05	N/C	N/C	1/1/2016	12/31/2016	5.00%	94.73	N/A
	282.51	N/C	N/C	1/1/2017	12/31/2017	5.00%	99.47	N/A
	296.63	N/C	N/C	1/1/2018	12/31/2018	5.00%	104.44	N/A
Mak, Paul/Sr. Structural Engineer	294.70	N/C	N/C	1/1/2014	12/31/2014	0%	103.76	N/A
Exempt	309.44	N/C	N/C	1/1/2015	12/31/2015	5.00%	108.95	N/A
	324.92	N/C	N/C	1/1/2016	12/31/2016	5.00%	114.40	N/A
	341.16	N/C	N/C	1/1/2017	12/31/2017	5.00%	120.12	N/A
	358.23	N/C	N/C	1/1/2018	12/31/2018	5.00%	126.13	N/A
Goldman, Gary/Sr. Geotechnical Engineer	196.83	N/C	N/C	1/1/2014	12/31/2014	0%	69.30	N/A
Exempt	206.68	N/C	N/C	1/1/2015	12/31/2015	5.00%	72.77	N/A
	217.02	N/C	N/C	1/1/2016	12/31/2016	5.00%	76.41	N/A
	227.87	N/C	N/C	1/1/2017	12/31/2017	5.00%	80.23	N/A
	239.26	N/C	N/C	1/1/2018	12/31/2018	5.00%	84.24	N/A
Starick, James/Geotechnical Engineer	118.41	N/C	N/C	1/1/2014	12/31/2014	0%	41.69	N/A
Exempt	124.32	N/C	N/C	1/1/2015	12/31/2015	5.00%	43.77	N/A
	130.54	N/C	N/C	1/1/2016	12/31/2016	5.00%	45.96	N/A
	137.07	N/C	N/C	1/1/2017	12/31/2017	5.00%	48.26	N/A
	143.91	N/C	N/C	1/1/2018	12/31/2018	5.00%	50.67	N/A
Lai, Gary/Sr. Landscape Architect	148.09	N/C	N/C	1/1/2014	12/31/2014	0%	52.14	N/A
Exempt	155.50	N/C	N/C	1/1/2015	12/31/2015	5.00%	54.75	N/A
	163.28	N/C	N/C	1/1/2016	12/31/2016	5.00%	57.49	N/A
	171.43	N/C	N/C	1/1/2017	12/31/2017	5.00%	60.36	N/A
	180.01	N/C	N/C	1/1/2018	12/31/2018	5.00%	63.38	N/A
Williams, Michael/Acquisition Specialist	161.75	N/C	N/C	1/1/2014	12/31/2014	0%	56.95	N/A
Exempt	169.84	N/C	N/C	1/1/2015	12/31/2015	5.00%	59.80	N/A
	178.34	N/C	N/C	1/1/2016	12/31/2016	5.00%	62.79	N/A
	187.25	N/C	N/C	1/1/2017	12/31/2017	5.00%	65.93	N/A
	196.63	N/C	N/C	1/1/2018	12/31/2018	5.00%	69.23	N/A
Chan, Michele/Relocation Specialist	157.03	N/C	N/C	1/1/2014	12/31/2014	0%	55.29	N/A
Exempt	164.87	N/C	N/C	1/1/2015	12/31/2015	5.00%	58.05	N/A
	173.11	N/C	N/C	1/1/2016	12/31/2016	5.00%	60.95	N/A
	181.77	N/C	N/C	1/1/2017	12/31/2017	5.00%	64.00	N/A
	190.86	N/C	N/C	1/1/2018	12/31/2018	5.00%	67.20	N/A

Cost Proposal

As Needed Engineering: Design and Support Services for the Road/Flood Control Construction Programs

Prime: HDR Engineering, Inc.

	Fringe Benefit%		Overhead%		General Administration %		Combined %
NORMAL	49.6%	+	108.6%	+	0.0%	=	158.2%
OVERTIME	49.6%	+	108.6%	+	0.0%	=	158.2%
			FEE %	=	10.0%		

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification	Hourly Billing Rate			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2.0 X)	From	To			
Wood, Julie/Title Specialist	114.66	N/C	N/C	1/1/2014	12/31/2014	0%	40.37	N/A
Exempt	120.40	N/C	N/C	1/1/2015	12/31/2015	5.00%	42.39	N/A
	126.42	N/C	N/C	1/1/2016	12/31/2016	5.00%	44.51	N/A
	132.75	N/C	N/C	1/1/2017	12/31/2017	5.00%	46.74	N/A
	139.40	N/C	N/C	1/1/2018	12/31/2018	5.00%	49.08	N/A
	117.16	N/C	N/C	1/1/2014	12/31/2014	0%	41.25	N/A
Santolucito, Christine/Cert. RE Appraiser	123.01	N/C	N/C	1/1/2015	12/31/2015	5.00%	43.31	N/A
Exempt	129.17	N/C	N/C	1/1/2016	12/31/2016	5.00%	45.48	N/A
	135.62	N/C	N/C	1/1/2017	12/31/2017	5.00%	47.75	N/A
	142.41	N/C	N/C	1/1/2018	12/31/2018	5.00%	50.14	N/A
Rohrer, Jon/Sr. Engr-Construction	284.02	N/C	N/C	1/1/2014	12/31/2014	0%	100.00	N/A
Exempt	298.22	N/C	N/C	1/1/2015	12/31/2015	5.00%	105.00	N/A
	313.13	N/C	N/C	1/1/2016	12/31/2016	5.00%	110.25	N/A
	328.78	N/C	N/C	1/1/2017	12/31/2017	5.00%	115.76	N/A
	345.23	N/C	N/C	1/1/2018	12/31/2018	5.00%	121.55	N/A
Evans, Mark/Sr. Rail Engineer	237.24	N/C	N/C	1/1/2014	12/31/2014	0%	83.53	N/A
Exempt	249.11	N/C	N/C	1/1/2015	12/31/2015	5.00%	87.71	N/A
	261.58	N/C	N/C	1/1/2016	12/31/2016	5.00%	92.10	N/A
	274.68	N/C	N/C	1/1/2017	12/31/2017	5.00%	96.71	N/A
	288.42	N/C	N/C	1/1/2018	12/31/2018	5.00%	101.55	N/A
Warfield, Ken/Sr. Rail Designer	166.89	N/C	N/C	1/1/2014	12/31/2014	0%	58.76	N/A
Exempt	175.24	N/C	N/C	1/1/2015	12/31/2015	5.00%	61.70	N/A
	184.02	N/C	N/C	1/1/2016	12/31/2016	5.00%	64.79	N/A
	193.22	N/C	N/C	1/1/2017	12/31/2017	5.00%	68.03	N/A
	202.88	N/C	N/C	1/1/2018	12/31/2018	5.00%	71.43	N/A
Wolf, Tobias/GIS	198.25	N/C	N/C	1/1/2014	12/31/2014	0%	69.80	N/A
Exempt	208.16	N/C	N/C	1/1/2015	12/31/2015	5.00%	73.29	N/A
	218.55	N/C	N/C	1/1/2016	12/31/2016	5.00%	76.95	N/A
	229.49	N/C	N/C	1/1/2017	12/31/2017	5.00%	80.80	N/A
	240.96	N/C	N/C	1/1/2018	12/31/2018	5.00%	84.84	N/A
CADD/Graphics	142.01	213.02	284.02	1/1/2014	12/31/2014	0%	50.00	\$35-\$50
Non-Exempt	149.11	223.67	298.22	1/1/2015	12/31/2015	5.00%	52.50	N/A
	156.58	234.87	313.16	1/1/2016	12/31/2016	5.00%	55.13	N/A
	164.42	246.63	328.84	1/1/2017	12/31/2017	5.00%	57.89	N/A
	172.63	258.94	345.25	1/1/2018	12/31/2018	5.00%	60.78	N/A
Sr. Contract Administrator/Accountant	198.81	N/C	N/C	1/1/2014	12/31/2014	0%	70.00	N/A
Exempt	208.75	N/C	N/C	1/1/2015	12/31/2015	5.00%	73.50	N/A
	219.21	N/C	N/C	1/1/2016	12/31/2016	5.00%	77.18	N/A
	230.17	N/C	N/C	1/1/2017	12/31/2017	5.00%	81.04	N/A
	241.67	N/C	N/C	1/1/2018	12/31/2018	5.00%	85.09	N/A
Sr. Coordinator	113.61	170.41	227.22	1/1/2014	12/31/2014	0%	40.00	\$30-\$40
Non-Exempt	119.29	178.93	238.58	1/1/2015	12/31/2015	5.00%	42.00	N/A
	125.25	187.88	250.51	1/1/2016	12/31/2016	5.00%	44.10	N/A
	131.53	197.29	263.06	1/1/2017	12/31/2017	5.00%	46.31	N/A
	138.12	207.18	276.24	1/1/2018	12/31/2018	5.00%	48.63	N/A
Intern	62.48	93.73	124.97	1/1/2014	12/31/2014	0%	22.00	\$17-\$22
Non-Exempt	65.61	98.41	131.22	1/1/2015	12/31/2015	5.00%	23.10	N/A
	68.90	103.35	137.81	1/1/2016	12/31/2016	5.00%	24.26	N/A
	72.34	108.51	144.68	1/1/2017	12/31/2017	5.00%	25.47	N/A
	75.95	113.92	151.89	1/1/2018	12/31/2018	5.00%	26.74	N/A

NOTES:

- For all key team members that are listed on the Prime Consultant's Organization Chart, list the name and corresponding job classification. For all other employees (i.e. support staff/non-professional) list only the job classification. Team members subject to FLSA are not eligible for overtime.
- For named employees enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
- Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*). The actual rate shall be the prevailing wage rate or the rate specified in the cost proposal, whichever is higher.

Cost Proposal**As Needed Engineering: Design and Support Services for the Road/Flood Control Construction Programs****Prime: HDR Engineering, Inc.**

	Fringe Benefit%		Overhead%		General Administration %		Combined %
NORMAL	49.6%	+	108.6%	+	0.0%	=	158.2%
OVERTIME	49.6%	+	108.6%	+	0.0%	=	158.2%
			FEE %	=	10.0%		

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification	Hourly Billing Rate			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2.0 X)	From	To			

4. Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 07/01/2015. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
5. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

SCHEDULE OF OTHER DIRECT COST ITEMS					
PRIME: HDR			SUBCONSULTANT		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling		
A. Reproduction Services	EA	At Cost	A. Reproduction Services	EA	
B. Plotting	EA	At Cost	B. Plotting	EA	
C. FedEx/US Postal/UPS Courier	EA	At Cost	C. FedEx/US Postal/UPS Courier	EA	
D. Courier Service	EA	At Cost	D. Courier Service	EA	
E. Vendor cost of services and products should be determined by competitive process			E. Vendor cost of services and products should be determined by competitive process		
Travel			Travel		
A. Mileage-Personal Vehicle	Mile	IRS Rate	A. Mileage-Personal Vehicle	Mile	Footnote 5
B. Travel/Per Diem		Footnote 5	B. Travel/Per Diem		Footnote 5
C. Vehicle Rental		At Cost	C. Vehicle Rental		

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Travel related costs should be pre-approved by the contract manager, and is reimbursed in accordance to Caltrans Travel and Expense Claims Guidelines for Consultants.
6. If an item needs to be listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 20th day of January, 2015.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

WILLDAN ENGINEERING,
hereinafter referred to as "Consultant",

County has determined that it is a matter of public convenience and necessity to engage the specialized services of Consultant to provide as-needed engineering and design support services.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in Attachment 1 dated January 20, 2015, which is attached hereto and incorporated into the Agreement by this reference. No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant up to an aggregate not to exceed fee of Five Million Dollars (\$5,000,000) in the manner set forth immediately below and according to the Consultant's cost proposal attached to this Agreement as Attachment 2.

County shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in Attachment 1 dated January 20, 2015, up to an aggregate amount of \$5,000,000. No payments shall be made prior to verification and approval by Director of any work. No payments shall be made prior to execution by County of this Contract. No work shall be performed by Consultant, and no payment obligation shall be incurred by County, prior to the execution of this Contract by County. Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's cost proposal (Attachment 4). Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Subject to the aggregate not to exceed fee of \$5,000,000, Supplemental Consultant Services may be required at County's discretion, upon prior written authorization by Director, and will be based on Consultant's cost proposal attached to this Agreement as Attachment 4.
- c. Cost of Living Adjustments (COLA) are provided, and the County shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to County employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange County, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this Contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the County's Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the Contract period which coincides with that fiscal year.

- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Agreement.
- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not be required to perform services which will exceed the Contract amount, scope of work, and Contract dates without amendment to this Agreement.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the Contract amount stipulated without amendment to this Agreement.

- g. Consultant will notify County when the Contract amount has been incurred up to 75% of the Contract total.
- h. As all projects will be located within the County of Los Angeles, mileage and travel-related expenses will not be reimbursed unless pre-authorized by the County Project Manager. If mileage is pre-authorized by the County Project Manager, mileage will be reimbursed at the current IRS rate. County will not reimburse Consultant for subsistence.
- i. ALLOWABLE COSTS AND PAYMENTS FOR THIS ON-CALL CONTRACT:
 - a. Specific projects will be assigned to the Consultant through issuance of Task Orders.
 - b. After a project to be performed under this Contract is identified by the County, the County will prepare a draft Task Order,

without a cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. The cost terms of the Task Order are subject to negotiation in accordance with the terms of the Contract. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the County and the Consultant.

- c. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal (Attachment 4). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable during the contract's three year term period as set forth in this Agreement, with the exception of Paragraph 3(c), above.
- d. In addition, the Consultant will be reimbursed for those non-salary related costs listed in the executed Task Order, but only to the extent that such costs are actually incurred by Consultant.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal and this Agreement, and shall be limited as specified in Paragraph 3(h), above.
- f. When milestone cost estimates are included in the approved Cost Proposal, the Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. The Consultant shall not commence performance of work or services until this Contract has been approved by the County, and written notification to proceed has been issued by the County's Contract Manager. No payment will be made prior to approval or for any work performed prior to approval of this Contract.
- i. A Task Order is of no force or effect until returned to the County and signed by an authorized representative of the County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the County.

- j. The Consultant shall provide the County's Contract Manager itemized invoices in triplicate for all services performed and claimed costs incurred. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due the County that include any equipment purchased under the provisions of Article 49, Equipment Purchase, of this Contract, must be reimbursed by the Consultant prior to the expiration or termination of this Contract. Invoices shall be mailed to the County's Contract Manager at the following address:

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS/NYDIA RIVAS

900 South Fremont Avenue, Alhambra, CA 91803

- k. The total amount payable by the County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Contract amendment.
- l. The total amount payable by the County for all Task Orders resulting from this Contract shall not exceed \$5,000,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this contract through Task Orders, or that Consultant will be issued any work under this contract.
- m. The County will make all reasonable efforts to timely reimburse Consultant after Consultant provides to the County's Contract Manager, and the County approves, an itemized invoice.
- n. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Manager.
- o. Consultant shall be required to complete and submit the following forms:
- DAS140 Public Works Contract Award Information
 - Checklist of Labor Law Requirements to the Contract
 - Fringe Benefit Statements

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director, or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term and Termination

- a. This Contract shall go into effect on January 20, 2015, contingent upon approval by County. Consultant shall commence work after written notification to proceed by the County's Contract Manager. The Contract shall end on January 19, 2018, unless extended by Contract amendment.
- b. The Consultant is advised that any recommendation for contract award is not binding on the County until the contract is fully executed and approved by the County.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project.
- d. The Contract includes 2 1-year renewal options, which may be exercised at the sole discretion of the County.
- e. Notwithstanding the above-referenced expiration date, if the County has authorized the Consultant to perform services on a given project prior to the stated expiration date, but ultimately such services are not completed by such stated expiration date, the expiration date of the Agreement shall be automatically extended until such services are completed to the satisfaction of the County, and automatically extended for that purpose only.
- f. County may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving thirty (30) calendar days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered but, in no event shall such reimbursement exceed the amounts set forth in the relevant Task Order. In the event of any such termination by County, Consultant shall provide to the County a termination report consisting of all drawings, specifications, reports,

and data accumulated to the date of such termination in a form capable of assimilation for use by County.

8. Ownership of County Materials

a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials. Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and

defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all County Materials: "© Copyright 2014 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will, however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

g. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, by County of the machine-readable information and data provided by Consultant under this contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by County of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.

h. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

i. County may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

j. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

9. Indemnification and Insurance

Consultant has selected one of the two alternative Indemnification and Insurance Provisions (attached) and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 sc Alternative 2 _____

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by County.

Consultant specifically recognizes and agrees that if County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend the Agreement. While County reserves the right to determine individually that the anti-discrimination provision of the Agreement has been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of the Agreement.

At its option, and in lieu of canceling, terminating, or suspending the Contract, County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. County and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant.

Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

12. County's Quality Assurance Plan

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

13. Assignment

This Agreement shall not be assigned without the prior written consent of County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this Agreement, or concerns, relates to, or is connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

15. Conflict of Interest

a. No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

b. Consultant shall disclose any financial, business, or other relationship with the County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

c. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

d. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal or any other solicitation developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime consultant or subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the County of the bid by the prime consultant in question.

17. Lobbying

Consultant and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may immediately terminate or suspend this Contract.

18. Gratuities, Rebates, Kickbacks Or Other Unlawful Consideration

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the Agreement or that Consultant's failure to provide such consideration may negatively affect County's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

Consultant shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee, or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, the County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

19. Employment of Laid-Off County Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the Contract value, require additional or replacement personnel to perform services under this Agreement other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

20. Consultant's Warranty of Adherence to County's Child Support Compliance Program

Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which County Board of Supervisors may terminate this Contract.

21. Consultant's Acknowledgment of County's Commitment to Child Support Enforcement

Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business. County's District Attorney will supply Consultant with the poster to be used.

22. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

23. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. County will refer GAIN/GROW participants by job category to Consultant.

24. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

25. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

26. County Rights

The County may employ, either during or after performance of this Agreement, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Agreement are in addition to any right or remedy provided by California law.

27. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Prevailing Wage Requirements

Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1720, and all Federal, State, and local laws and ordinances applicable to the work. Consultant must comply with all applicable prevailing wage requirements.

Prevailing wage rates may be accessed at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

Payroll Records Requirements

All Consultant's and sub-consultants whose services are applicable* to prevailing wage rates will be required to submit certified payrolls and labor compliance documentation electronically at the discretion of, and in the manner specified by, the

County. **Applicable Labor services are those conducted on the project site.*

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. The Consultant and its subconsultants will be given a log on identification and password to access the web-based labor compliance reporting system. Consultant shall upload their completed DAS140, Public Works Contract Award Information form and the Checklist of Labor Law Requirements prior to commencing work on the project onto the web-based system. The Fringe Benefit Statement form shall be completed and submitted with the first payroll record entered on the web-based system.

Use of the web-based system will entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. In addition, the Consultant may use payroll and accounting software that is capable of interfacing with the web-base system. The payroll and accounting software must be capable of generating a 'comma delimited file' or 'comma separated value (CSV) file' that will interface with the web-based system.

29. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

30. Consultant Responsibility and Debarment

a. A responsible consultant is a consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this contract. It is the County's policy to conduct business only with responsible consultants.

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with

the County.

c. The County may debar a consultant if the Board of Supervisors finds, in its discretion, that the consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

d. If there is evidence that the consultant may be subject to debarment, the Department will notify the consultant in writing of the evidence which is the basis for the proposed debarment and will advise the consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The consultant and/or the consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. The consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County's Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the a consultant has been debarred for a period longer than five years, that consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subconsultants of Consultant.

31. Debarment and Suspension Certification

a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

32. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

a. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a consultant or contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual

jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, consultant means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the County under the Agreement, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.

c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrates to the County's satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.

d. Consultant's violation of this Section of the Agreement may constitute a material breach of contract. In the event of such material breach, County may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. No Payment for Services Provided Following Expiration/Termination of Agreement

Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this

Agreement.

34. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County consultants to voluntarily post the County's, Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

35. Consultant Assignment

a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

36. Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Consultant acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

37. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Consultant to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Consultant pursuant to County Code Chapter 2.206.

38. Disadvantaged Business Enterprise (DBE) Participation

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. Consultant must meet the goal set in this Contract by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by County and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting County's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

39. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

a. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.

b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

c. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

40. Disadvantaged Business Enterprise (DBE) Participation

a. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

b. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.

c. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

41. DBE Records

a. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

b. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" CEM-2402F (Exhibit 17-F in Chapter 17 of the Local Assistance Procedures Manual), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the

final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

Prior to the fifteenth of each month, the Consultant shall submit documentation to the County's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the County's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

c. The Consultant shall also submit to the County's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans" Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the County's Contract Manager.

42. DBE Certification and De-certification Status

a. In all subcontractors with subconsultants, Consultant shall require that, if a DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of this Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Consultant shall report any such changes to the County's Contract Manager within 30 days.

43. When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

a. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

b. If the materials or supplies purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products,

steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

d. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

44. Cost Principles

a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

b. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the County.

45. Contingent Fee

a. The Consultant warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the County has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

46. Retention of Records/Audit

a. For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code section 8546.7; the Consultant, subconsultants, and the County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, the State Auditor, County, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

b. Subcontracts in excess of \$25,000 shall contain this provision.

47. Dispute Resolution Procedures

47.1 Consultant and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. Except for disputes concerning audits, all such disputes shall be subject to the provisions of this paragraph 45.

47.2 Consultant and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its sole and absolute discretion, determines should be delayed as a result of such dispute. County shall continue to pay sums not in dispute, during any such period of continued performance.

If Consultant fails to continue without delay its performance hereunder which County, in its sole and absolute discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Consultant or County as a result of Consultant's failure to continue to so perform shall be borne by Consultant, and Consultant shall make no claim whatsoever against County for such costs. Consultant shall promptly reimburse County for such Consultant costs, as determined by County, or County may deduct all such additional costs from amount due to Consultant from County, whether under this Agreement or otherwise.

47.3 In the event of any dispute between the parties with respect to this Agreement, Consultant and County shall submit the matter to County's Project Director or designee, and Consultant's Project Manager for the purpose of endeavoring to resolve such dispute.

- 47.4 In the event that County's Project Director or designee, and Consultant's Project Manager are unable to resolve the dispute within a reasonable time not to exceed fifteen (15) working days from the date of submission of the dispute, then the matter shall be immediately submitted to Consultant's Regional Manager and the County's Deputy Director of Public Works or designee. These persons shall have fifteen (15) working days to attempt to resolve the dispute.
- 47.5 If there is not a resolution of the dispute acceptable to both parties then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 47.6 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this paragraph 45, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meetings or by telephone, or in writing by exchange of correspondence.
- 47.7 Notwithstanding any other provision of this Agreement, County's rights to terminate this Agreement shall not be subject to this Dispute Resolution Procedure.

48. Audit Review Procedures

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the County Auditor-Controller.
- b. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the County Auditor-Controller of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by the County will excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.
- d. Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local

government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the County Contract Manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by the County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of Contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

49. Subcontracting

a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County and any subconsultants, and no subcontract shall relieve the Consultant of their responsibilities and obligations herein. The Consultant agrees to be as fully responsible to the County for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the County's obligation to make payments to the Consultant.

b. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

c. The Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the County, except that which is expressly identified in the approved cost proposal.

Any substitution of subconsultants must be approved in writing by the County's Contract Manager prior to the start of work by the subconsultant.

50. Prompt Payment of Funds Withheld to Subconsultants

a. No retainage will be withheld by the County from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by Consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

51. Equipment Purchase

a. Prior authorization, in writing, by the County shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For purchase of any item, service or consulting work not covered in the Consultant's cost proposal and exceeding \$5,000 prior authorization by the County is required; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

c. Any equipment purchased as a result of this contract is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures, and credit the County in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

d. All subcontracts in excess \$25,000 shall contain the above provisions.

52. Inspection of Work

The Consultant and any subconsultant shall permit the County, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

53. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

54. Statement of Compliance

a. The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

55. Prohibition of Expending Local Agency State or Federal Funds for Lobbying

a. The Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with this contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

56. Confidentiality of Data

a. All financial, statistical, personal, technical, or other data and information relative to County operations, which are designated confidential by the County and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure.

b. Permission to disclose information on one occasion, or public hearing held by the County relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

c. The Consultant shall not comment publicly to the press or any other media regarding the contract or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in the response to questions from a Legislative committee.

d. The Consultant shall not issue any news release or public relations item or any nature, whatsoever, regarding work performed or to be performed under this contract without review of the contents thereof by the County, and receipt of the County's written permission.

e. Any subcontract entered into as a result of this contract shall contain all the provisions of this Article.

57. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultant shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

58. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Architectural Engineering Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2585

CONSULTANT

Willdan Engineering
2401 East Katella Avenue
Anaheim, CA 92806
(714) 978-8206 Phone
(714) 978-8299 Fax

The address for notice may be changed by giving notice pursuant to this paragraph.

59. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written agreement between the parties hereto.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board, and the Consultant has hereunto subscribed its corporate name and affixed its corporate name by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

WILLDAN ENGINEERING

By Mike Antonovich
Mayor, Board of Supervisors

By [Signature]
President

By [Signature]
Secretary

ATTEST:

PATRICK OGAWA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By Carla Little
Deputy

By Carla Little
Deputy

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 JAN 20 2015

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78339

ACKNOWLEDGMENT

State of California

County of Orange

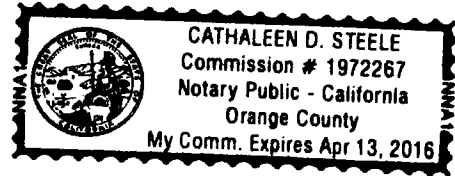
On October 20, 2014 before me, Cathaleen Steele, Notary Public
(insert name and title of the officer)

personally appeared Daniel Brown & Kat Nguyen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in
~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cathaleen Steele (Seal)



ATTACHMENT 1

**AS-NEEDED ENGINEERING DESIGN AND SUPPORT SERVICES FOR THE
ROAD/FLOOD CONTROL CONSTRUCTION PROGRAMS
WILLDAN ENGINEERING
PW13848**

The services to be rendered by the Consultant shall include all services as described in their proposal, except to the extent they are inconsistent with this attachment and the terms of this Agreement, and shall consist of all such services as are customarily rendered when providing professional services of this type.

Scope of Work

The Consultant, under the County's formal direction, shall provide support services for project identification, program development, project management, project design, and project scheduling and delivery as a member of the County of Public Works Project Delivery Team. All work shall be performed in conformance with Public Works' policies, procedures, and standards, and in accordance with this Scope of Services.

Specific work shall be assigned to the Consultant through task orders issued by the Public Works' Project Manager. The Consultant shall cooperate with Public Works, other involved agencies, and other consultants working on each task order.

All work products furnished by the Consultant shall be of quality acceptable to Public Works. Products shall be of neat appearance, well-organized technically and grammatically correct, checked, dated, and shall have author/designer and checker identified. The minimum standard of quality for work products shall be that of similar work products produced by Public Works. The Consultant shall modify all work as necessary to provide the acceptable level of quality.

All work shall comply with pertinent Federal, State, City, and County guidelines, policies, and procedures. The services to be provided by the Consultant may include, but not limited to, the following tasks:

Project Identification and Program Development

These services may range from the identification of improvement projects for inclusion in the County's Road/Flood Control Construction Programs to the development of a rehabilitation program of County maintained Roads and Flood Control facilities by geographic areas. The types of services and improvement projects may include, but are not limited to, the following:

- Pavement and Flood Control Facilities Rehabilitation Investigations
- Inventory of existing Road and Flood Control facilities
- Field investigation of existing Flood Control facilities and identify necessary improvements

- Rehabilitation, preservation, and reconstruction of County maintained Roads and Flood Control facilities
- Traffic Congestion Relief Studies
- Roadway Widenings
- Grade Separations
- Truck Impacted Intersections
- Corridor Studies
- Roundabout Installations
- Intersection Widening and Signal Modifications
- ADA Compliance Issues
- Roadway/Flood Control Enhancements to meet current County standards
- Locations for concrete intersections and bus pads
- Street Lighting Studies
- Traffic Studies for Signals Warrants, Signal Timing & Phasing, and Channelization
- Intersection Capacity and Level of Service Studies
- Slide Stabilization
- Guardrail Installation and Upgrades
- Regional slotted cross-gutter replacements
- Culvert Upgrades/Lining
- Intersection Improvements/Enhancements
- Parkway Improvements
- Intelligent Transportation Studies and Design
- Traffic Safety Analysis
- Traffic Calming, Pedestrian Safety and Access Enhancement Studies
- Review of Pedestrian Routes to Public Transit Bus Stops
- Roadway Landscaping

Project Design

The Consultant shall be familiar with and comply with the current Public Works standards and parameters when performing these services. The requested services may include the analysis of and/or the preparation of plans/reports for, but not limited to, the following:

Highway Design Services

- Project Design Services
- Engineering Calculations
- Review of design plans prepared by others
- Street Improvements
- Parkway Improvements
- Roadway Landscaping
- 'As-built' drawings

Traffic Design Services

- Traffic Index Analysis
- Traffic Signal and Synchronization Analysis
- Inductive Loop Detectors
- Impact Analysis
- Signing and Striping Configurations
- Plans, Specifications, and Estimates (PS&E)
- Traffic Detour Plans
- Electrical Drawings for Street Lighting Standards and Signal Modification Plans

Drainage Design Services

- Project Design Concepts
- Plans, Specifications, and Estimates (PS&E)
- Engineering Calculations
- 'As-built' drawings

Hydrologic Services

- Field and Hydrologic Calculations
- Flood Analysis
- Hydrology Reports

Materials Engineering Services

- Slope Stability Studies and Reports
- Materials Reports
- Pavement Corings
- Piezometer Installations
- Soil Borings
- Environmental Site Assessment Phase I and II Reports
- Materials/Groundwater Sampling, Drilling, Environmental Testing, and Laboratory Analysis
- Pavement Structural Section Calculations

Mapping and Surveying Services

- Right of Way Mapping, Legals
- Easement Acquisition Documents
- Appraisal Reports
- Base Maps
- Field Surveys
- Horizontal/Vertical Controls
- Centerline Ties
- Benchmark Information
- Design Surveys
- Topographic/Aerial Surveys
- Construction Staking
- 'As-built' Surveys

Utility Coordination and Construction Services

- Coordination with all affected utility companies to establish locations of all utilities in the vicinity of the project
- Utility potholing services
- Utility occupation/relocation drawings
- Construction dewatering plans, specifications, cost estimates
- NPDES construction dewatering permit processing

Environmental Documentation Services

- Environmental Investigations and Determination
- Review of environmental documentation services provided by others
- All activities necessary for the preparation and approval of CEQA and NEPA Environmental Impact Statements
 - Categorical exemptions
 - Initial Studies/Negative Declarations
 - Environmental Assessments
 - Environmental Impact Reports and Environmental Impact Statements
 - Special Technical Studies
 - Consultation with federal funding agencies
 - Mitigation Measures development and implementation
 - Public Notices
 - File Notices with County Clerk and State Clearinghouse
 - Administer and conduct community meetings

Regulatory Permit Services

- Regulatory Agency Permit Processing
- Mitigation Measures development and implementation
- Public Notices
- File Notices with County Clerk and State Clearinghouse
- Administer and conduct community meetings

Project Management and Scheduling Services

The Consultant's staff, under the County's formal direction, shall furnish project management and project scheduling services. The Consultant must possess the required knowledge and expertise in the Public Works standard project management software system. The scope of work for this service may include, but is not limited to, the following:

Project Management Services

- Project management activities to ensure timely delivery
- Develop, maintain, and monitor resource/staffing requirements
- Resource/staffing reports
- Project and program status reports
- Project Budget/Cost Estimating
- Development, implementation, and maintenance of procedures, policies, and technical documents
- Quality control inspection and reports
- Coordination with project team, other County departments and outside agencies

Project Scheduling Services

- Establish, review and update project schedules
- Data entry of project scheduling information
- Program/Project Control (Budget and Schedule) and Reporting

Public Relations Services

- Coordinate and represent Public Works at community meetings
- Prepare project information reports/flyers for distribution to the public
- Community outreach

Landscape Architectural Services

Consultant shall also provide landscape architectural services on an as-needed basis (or as staff augmentation). Typical scope of landscape architectural services shall include, but not limited to, landscape design, preparation of landscape plans, cost estimates and specifications and other landscape technical consultation services for County road and flood right-of-way projects, and County capital projects.

Deliverables and Schedule

Task Orders

Specific projects will be assigned to Consultant through issuance of Task Orders.

- a. After a project to be performed under this contract is identified by County, County will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both County and

Consultant. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.

- b. Consultant will be reimbursed for hours worked at the hourly rates specified in Consultants Cost Proposal (Attachment 4). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract, unless authorized by a Cost of Living Adjustment as described in Article 3c of the Agreement.
- c. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- d. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- e. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Project Coordinator before exceeding such estimate.
- f. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- g. Consultant shall not commence performance of work or services until this contract has been approved by County, and notification to proceed has been issued by County's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- h. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.
- i. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Program Coordinator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45-calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number.
- j. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

- k. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by a revised and approved Task Order.
- l. The total amount payable by County for all Task Orders resulting from this contract shall not exceed \$5,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- m. All subcontracts in excess of \$25,000 shall contain the above provisions.

Compensation

This Contract shall go into effect on January 20, 2015, contingent upon approval by the County. Consultant shall commence work after written notification to proceed by the County's Contract Manager. The Contract shall end on January 19, 2018, unless extended by Contract amendment. Payment will be according to the agreed rates of compensation with a not-to-exceed fee of Five Million Dollars (\$5,000,000). The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in this Contract.

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless County, its agents, appointed and elected officers, County Special Districts, and employees from and against any and all liability, expense (including defense costs and legal fees), lawsuits, actions, claims, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier.

The foregoing paragraph notwithstanding, Consultant further shall indemnify, defend, and hold harmless County, its agents, appointed and elected officers, County Special Districts, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this Agreement on behalf of Consultant by any person.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the County and its related persons and entities for liabilities caused by the active negligence of the County and its related persons and entities. However, this provision does not limit any obligation to insure and defend the County and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

II. INSURANCE

Without limiting Consultant's indemnification of County and during the term of this Agreement, Consultant shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and primary to, and not contributing with, any other insurance maintained by the County. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

A. Liability:

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
 - b. If written on a Claims Made Form, the Consultant shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.
2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the Consultant is legally required to cover.

C. Professional Liability:

Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per claim or occurrence, and Two Million Dollars (\$2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two (2) years from the date of termination or completion of this AGREEMENT.

Consultant agrees to the above Indemnification and Insurance Provisions.



Initials

EXHIBIT 10-H SAMPLE COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Willdan Engineering Contract No. _____ Date September 16, 2014

Fringe Benefit %	+	Overhead and General Administration %	=	Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) 49.9		103.61		Normal 153.51
24.9		103.61		Overtime 125.51
				FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹		Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
		Straight	OT(1.5x)	OT(2x)	From	To			
Joseph Ritchey	Materials Ops Manager	\$104			9/1/2014	8/31/2015		Per LA Co. COLA	
Rex Miller Sheila McCracken Ken Krieger Bryan Nguyen, RLA Jason Klodt Susy Barrientos Ed Cox	Senior Designer	\$118			9/1/2014	8/31/2015		Per LA Co. COLA	
Ryan Moore, EIT Chris Kelley, EIT Jeffrey Lau, EIT Rafael Surarz, EIT Bryan Stone Joshua Dey	Senior Design Engineer	\$122			9/1/2014	8/31/2015		Per LA Co. COLA	
Abner Catig Robert Burch Connie Nelson Fernando Duenas	Senior Design Manager	\$136			9/1/2014	8/31/2015		Per LA Co. COLA	
Tyrone Peter, PE Michael D. Bustos, PE Johnny Ghazal, PE	Associate Engineer	\$137			9/1/2014	8/31/2015		Per LA Co. COLA	

Name/Job Title/Classification ¹		Hourly Billing Rates ² Straight OT(1.5x) OT(2x)			Effective date of hourly rate From To		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
Susan O'Carroll, PhD Christine Kudija, AICP, JD Lucinda Schaer	Senior Planner	\$167			9/1/2014	8/31/2015		Per LA Co. COLA	
Ray Wellington, PE Vanessa Munoz, PE, TE, PTOE Mort August, PE Chris D. Baca, RCI, CESSWI	Deputy Director	\$180			9/1/2014	8/31/2015		Per LA Co. COLA	
John Hidalgo, RLA Peter Miessner, PE David Knell, PLS Girish Argawal, PE, GE Wendy Drmmond, PG, CEG	Principal Project Manager	\$180			9/1/2014	8/31/2015		Per LA Co. COLA	
William Pagett, PE Thomas A. Broz, PE David L. Hunt, PE Kenneth C. Taylor, PE Ross Khiabani, PE, GE Lew Gluesing, PE, TE, PTOE Dean C. Sherer, AICP	Director	\$195			9/1/2014	8/31/2015		Per LA Co. COLA	

1. Name and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSALSPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant or Subconsultant Willdan Engineering Contract No. _____ Date September 16, 2014

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Mileage	Mile	*									
PRIME TOTAL ODCs =				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =			

* current Federal guideline rate at the time of billing

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H COST PROPOSAL

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Greenwood and Associates Contract No. _____ Date 05/27/2014

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Roberta S. Greenwood, Principal Investigator	108.00	N.A.	N.A.	01/01/2013	12/31/2013	108.00	N.A.	Not Applicable
	111.24	N.A.	N.A.	01/01/2014	12/31/2014	111.24	3%	
	114.58	N.A.	N.A.	01/01/2015	12/31/2015	114.58	3%	
John M. Foster, Project Manager/Field Director	90.00	N.A.	N.A.	01/01/2013	12/31/2013	90.00	N.A.	Not Applicable
	92.70	N.A.	N.A.	01/01/2014	12/31/2014	92.70	3%	
	95.48	N.A.	N.A.	01/01/2015	12/31/2015	95.48	3%	
Dana N. Slawson, Architectural Historian.	96.00	144.00	192.00	01/01/2013	12/31/2013	96.00	N.A.	Not Applicable
	98.88	148.32	197.76	01/01/2014	12/31/2014	98.88	3%	
	101.84	152.76	203.69	01/01/2015	12/31/2015	101.84	3%	
Monitor, field technician, laboratory technician	45.00	67.50	90.00	01/01/2013	12/31/2013	45.00	N.A.	Not Applicable
	46.35	69.52	92.70	01/01/2014	12/31/2014	46.35	3%	
	47.74	71.61	95.48	01/01/2015	12/31/2015	47.74	3%	
Clerical	45.00	67.50	90.00	01/01/2013	12/31/2013	45.00	N.A.	Not Applicable
	46.35	69.52	92.70	01/01/2014	12/31/14	46.35	3%	
	47.74	71.61	95.48	01/01/2015	12/31/15	47.74	3%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Willdan Engineering subconsultant MBI Media Contract No. _____ Date June 9, 2014

Fringe Benefit % 10.00 + Overhead % + General Administration % 185.00 = Combined Indirect Cost Rate % 195.00
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Wayne Brown/Senior Project Manager	117.88			01/01/13	12/31/13	36.05	1.26	
	122.01			01/01/14	12/31/14	37.31	1.31	
	126.28			01/01/15	12/31/15	38.62	1.35	
Danny McGuire/Project Manager	81.75			01/01/13	12/31/13	25.00	.88	22.00-28.00
	84.61			01/01/14	12/31/14	25.88	.91	22.77-28.98
	87.57			01/01/15	12/31/15	26.78	.94	23.8-29.99
Christian Gagne/Account Coordinator	68.67	79.17	89.67	01/01/13	12/31/13	21.00	.74	19.00-23.00
	71.07	81.94	92.81	01/01/14	12/31/14	21.74	.76	19.66-23.81
	73.56	84.81	96.06	01/01/15	12/31/15	22.50	.79	20.35-24.64
Web Administration/Design	81.75	94.25	106.75	01/01/13	12/31/13	25.00	.88	20.00-24.00
	84.61	97.55	110.49	01/01/14	12/31/14	25.88	.91	20.70-24.84
	87.57	100.96	114.35	01/01/15	12/31/15	26.78	.94	21.42-25.71
Graphic Designer	78.48	90.48	102.48	01/01/13	12/31/13	24.00	.84	18.00-25.00
	81.23	93.65	106.07	01/01/14	12/31/14	24.84	.87	18.63-28.88
	84.07	96.92	109.78	01/01/15	12/31/15	25.71	.90	19.28-26.78
Video Media Specialist	101.37	116.87	132.37	01/01/13	12/31/13	31.00	1.09	30.00-35.00
	104.92	120.96	137.00	01/01/14	12/31/14	32.09	1.12	31.09-36.09
	108.59	125.19	141.80	01/01/15	12/31/15	33.21	1.16	32.21-37.21

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

EXHIBIT 10-H SAMPLE COST PROPOSAL

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Willdan Engineering subconsultant MBI Media Contract No. _____ Date June 9, 2014

Fringe Benefit % 10.00 + Overhead % + General Administration % 185.00 = Combined Indirect Cost Rate % 195.00
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Wayne Brown/Senior Project Manager	117.88			01/01/13	12/31/13	36.05	1.26	
	122.01			01/01/14	12/31/14	37.31	1.31	
	126.28			01/01/15	12/31/15	38.62	1.35	
Danny McGuire/Project Manager	81.75			01/01/13	12/31/13	25.00	.88	22.00-28.00
	84.61			01/01/14	12/31/14	25.88	.91	22.77-28.98
	87.57			01/01/15	12/31/15	26.78	.94	23.8-29.99
Christian Gagne/Account Coordinator	68.67	79.17	89.67	01/01/13	12/31/13	21.00	.74	19.00-23.00
	71.07	81.94	92.81	01/01/14	12/31/14	21.74	.76	19.66-23.81
	73.56	84.81	96.06	01/01/15	12/31/15	22.50	.79	20.35-24.64
Web Administration/Design	81.75	94.25	106.75	01/01/13	12/31/13	25.00	.88	20.00-24.00
	84.61	97.55	110.49	01/01/14	12/31/14	25.88	.91	20.70-24.84
	87.57	100.96	114.35	01/01/15	12/31/15	26.78	.94	21.42-25.71
Graphic Designer	78.48	90.48	102.48	01/01/13	12/31/13	24.00	.84	18.00-25.00
	81.23	93.65	106.07	01/01/14	12/31/14	24.84	.87	18.63-28.88
	84.07	96.92	109.78	01/01/15	12/31/15	25.71	.90	19.28-26.78
Video Media Specialist	101.37	116.87	132.37	01/01/13	12/31/13	31.00	1.09	30.00-35.00
	104.92	120.96	137.00	01/01/14	12/31/14	32.09	1.12	31.09-36.09
	108.59	125.19	141.80	01/01/15	12/31/15	33.21	1.16	32.21-37.21

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL

Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Willdan Engineering subconsultant MBI Media Contract No. _____ Date June 9, 2014

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Mileage		.555									
PRIME TOTAL ODCs =				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H SAMPLE COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Willdan Engineering/ UltraSystems Environmental, Inc. Contract No. _____ Date 12-27-13

Fringe Benefit % (= 0% if Included in OH)	+	Overhead % (= 0% if Included in OH)	+	General Administration %	=	Combined Indirect Cost Rate (ICR) %
29.75%		89.04%		27.17%		145.95%
29.75%		89.04%		27.17%		145.95%
						FEE % = <u>10.00%</u>

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Betsy A. Lindsay / Principal-in-charge	\$205.68	NC	NC	4/15/2013	4/14/2014	\$76.02	Per LA Co. COLA	
Dan Herlihy / Project Director	\$169.42	NC	NC	4/15/2013	4/14/2014	\$62.62	Per LA Co. COLA	
Michael W. Lindsay / Director	\$169.42	NC	NC	4/15/2013	4/14/2014	\$62.62	Per LA Co. COLA	
Michael K. Koch/ Sr. Environmental Engineer	\$169.42	NC	NC	4/15/2013	4/14/2014	\$62.62	Per LA Co. COLA	
Michael B. Rogozen/ Sr. Environmental Engineer	\$159.63	NC	NC	4/15/2013	4/14/2014	\$59.00	Per LA Co. COLA	
Stephen O'Neil/ Cultural Resources Mgr.	\$70.34	NC	NC	4/15/2013	4/14/2014	\$26.00	Per LA Co. COLA	
Jack Emerson / Staff Engineer	\$64.93	NC	NC	4/15/2013	4/14/2014	\$24.00	Per LA Co. COLA	
Hina Gupta / Senior Planner	\$106.33	NC	NC	4/15/2013	4/14/2014	\$39.30	Per LA Co. COLA	
Mina Rouhi / Associate Planner	\$93.04	NC	NC	4/15/2013	4/14/2014	\$34.39	Per LA Co. COLA	
Jolee Hui / Env. Analyst	\$59.06	NC	NC	4/15/2013	4/14/2014	\$21.83	Per LA Co. COLA	
Lindsey Hashemoto / Env. Analyst	\$54.11	NC	NC	4/15/2013	4/14/2014	\$20.00	Per LA Co. COLA	
Jon Rubio-Rodriguez / Env. Analyst	\$43.29	NC	NC	4/15/2013	4/14/2014	\$16.00	Per LA Co. COLA	

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Christopher Schaffer / Env. Planner	\$87.17	NC	NC	4/15/2013	4/14/2014	\$32.22	Per LA Co. COLA	
James T. Castle / Senior Biologist	\$125.08	NC	NC	4/15/2013	4/14/2014	\$46.23	Per LA Co. COLA	
Michelle Tollett / Sr. Biologist	\$107.74	NC	NC	4/15/2013	4/14/2014	\$39.82	Per LA Co. COLA	
Charlene Burge/ Staff Biologist	\$65.04	NC	NC	4/15/2013	4/14/2014	\$24.04	Per LA Co. COLA	
Joyce Mack / Field Biologist	\$72.48	NC	NC	4/15/2013	4/14/2014	\$26.79	Per LA Co. COLA	
Sloan Seferyn / Staff Biologist	\$59.52	NC	NC	4/15/2013	4/14/2014	\$22.00	Per LA Co. COLA	
Mario Mariotta/ Staff Biologist	\$54.67	NC	NC	4/15/2013	4/14/2014	\$20.00	Per LA Co. COLA	
Hugo Flores / Field Biologist	\$72.48	NC	NC	4/15/2013	4/14/2014	\$26.79	Per LA Co. COLA	
Greg Ziolkowski / GIS Technician	\$87.17	NC	NC	4/15/2013	4/14/2014	\$32.22	Per LA Co. COLA	
Hassan Ayati/ Word Processor	\$75.76	NC	NC	4/15/2013	4/14/2014	\$28.00	Per LA Co. COLA	
Elizabeth Garcia/ Intern	\$32.47	NC	NC	4/15/2013	4/14/2014	\$12.00	Per LA Co. COLA	
Megan Black/ Cultural Intern	\$32.47	NC	NC	4/15/2013	4/14/2014	\$12.00	Per LA Co. COLA	
Gabrella Machal / Associate Biologist	\$32.47	NC	NC	4/15/2013	4/14/2014	\$12.00	Per LA Co. COLA	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Willdan Engineering/ UltraSystems Environmental, Inc Contract No. _____ Date July 12, 2013

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
PRIME TOTAL ODCs =				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: Wagner Engineering & Survey, Inc.

Contract No.

Date: June 4, 2014

Fringe Benefit % +
(=0% if Included in OH)Overhead % +
(=0% if included in OH)General Administration % =
170.95%Combined Indirect Cost Rate (ICR)%
170.95%
FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Stephanie A. Wagner, PLS, PE, LEED Senior Project Manager	\$245.53	\$286.72	\$327.91	10/1/2013	9/30/2014	\$82.38		Not Applicable
	\$257.81	\$301.06	\$344.31	10/1/2014	9/30/2015	\$86.50	5.0%	
	\$270.71	\$316.13	\$361.54	10/1/2015	9/30/2016	\$90.83	5.0%	
Paul A. Wagner Project Manager	\$218.08	\$254.66	\$291.25	10/1/2013	9/30/2014	\$73.17		Not Applicable
	\$228.99	\$267.40	\$305.82	10/1/2014	9/30/2015	\$76.83	5.0%	
	\$240.43	\$280.77	\$321.10	10/1/2015	9/30/2016	\$80.67	5.0%	
Larry Carlson, CPC Survey Field Supervisor	\$192.15	\$224.38	\$256.62	10/1/2013	9/30/2014	\$64.47		Not Applicable
	\$201.75	\$235.59	\$269.44	10/1/2014	9/30/2015	\$67.69	5.0%	
	\$211.82	\$247.36	\$282.89	10/1/2015	9/30/2016	\$71.07	5.0%	
PLS Senior Party Chief *	\$145.92	\$170.40	\$194.88	10/1/2013	9/30/2014	\$48.96		Not Applicable
	\$153.22	\$178.93	\$204.63	10/1/2014	9/30/2015	\$51.41	5.0%	
	\$160.88	\$187.87	\$214.86	10/1/2015	9/30/2016	\$53.98	5.0%	
PLS Office Surveyor *	\$145.92	\$170.40	\$194.88	10/1/2013	9/30/2014	\$48.96		Not Applicable
	\$153.22	\$178.93	\$204.63	10/1/2014	9/30/2015	\$51.41	5.0%	
	\$160.88	\$187.87	\$214.86	10/1/2015	9/30/2016	\$53.98	5.0%	
Certified Party Chief/Party Chief*	\$140.08	\$163.58	\$187.08	10/1/2013	9/30/2014	\$47.00		Not Applicable
	\$147.09	\$171.76	\$196.44	10/1/2014	9/30/2015	\$49.35	5.0%	
	\$154.45	\$180.36	\$206.27	10/1/2015	9/30/2016	\$51.82	5.0%	
Survey Instrumentman/Chainman*	\$124.91	\$145.87	\$166.82	10/1/2013	9/30/2014	\$41.91		Not Applicable
	\$131.17	\$153.17	\$175.18	10/1/2014	9/30/2015	\$44.01	5.0%	
	\$137.73	\$160.83	\$183.94	10/1/2015	9/30/2016	\$46.21	5.0%	
Survey Technician III	\$134.21	\$156.72	\$179.24	10/1/2013	9/30/2014	\$45.03		\$45.03 - \$48.00
	\$140.92	\$164.56	\$188.20	10/1/2014	9/30/2015	\$47.28	5.0%	\$47.28 - \$50.40
	\$147.95	\$172.77	\$197.59	10/1/2015	9/30/2016	\$49.64	5.0%	\$49.65 - \$52.92

Survey Technician II	\$131.14	\$153.14	\$175.14	10/1/2013	9/30/2014	\$44.00		\$44.00 - \$47.00
	\$137.70	\$160.80	\$183.90	10/1/2014	9/30/2015	\$46.20	5.0%	\$46.20 - \$49.35
	\$144.58	\$168.84	\$193.09	10/1/2015	9/30/2016	\$48.51	5.0%	\$38.51 - \$51.82
CADD/Designer III	\$115.05	\$134.35	\$153.65	10/1/2013	9/30/2014	\$38.60		\$36.60 - \$42.00
	\$120.80	\$141.06	\$161.33	10/1/2014	9/30/2015	\$40.53	5.0%	\$40.53 - \$44.10
	\$126.85	\$148.13	\$169.41	10/1/2015	9/30/2016	\$42.56	5.0%	\$42.56 - \$46.31
CADD/Designer II	\$104.32	\$121.82	\$139.32	10/1/2013	9/30/2014	\$35.00		\$35.00 - \$37.00
	\$109.53	\$127.91	\$146.28	10/1/2014	9/30/2015	\$36.75	5.0%	\$36.75 - \$38.85
	\$115.02	\$134.31	\$153.61	10/1/2015	9/30/2016	\$38.59	5.0%	\$38.59 - \$40.97
Research/Expeditor	\$104.32	\$121.82	\$139.32	10/1/2013	9/30/2014	\$35.00		\$35.00 - \$37.00
	\$109.53	\$127.91	\$146.28	10/1/2014	9/30/2015	\$36.75	5.0%	\$36.75 - \$38.85
	\$115.02	\$134.31	\$153.61	10/1/2015	9/30/2016	\$38.59	5.0%	\$38.59 - \$40.97

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Page 2 of 7

06/04/2014 City of Los Angeles On-Call Road and Flood (Willdan)

EXHIBIT 10-H SAMPLE COST PROPOSAL

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant WILTEC Contract No. _____ Date June 12, 2014

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = _____

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Moses Wilson - Engineer	\$150.00	\$225.00	\$300.00	07/01/2014	07/31/2015	\$150.00	N/A	N/A
Senior Project Manager	\$100.00	\$150.00	\$200.00	07/01/2014	07/31/2015		N/A	\$100.00
Project Manager	\$80.00	\$120.00	\$160.00	07/01/2014	07/31/2015		N/A	\$80.00
Field Technician	\$47.50	\$71.25	\$95.00	07/01/2014	07/31/2015		N/A	\$47.50

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

From: Moses Wilson
WILTEC

Re: WILTEC STANDARD ACCOUNTING PRACTICES

As requested, this is a short summary of WILTEC's standard accounting process.

As is common in the traffic surveys industry, WILTEC's accounting process is not based on weighted time and materials. Projects are not proposed upon or invoiced in this manner and we have no means of creating estimates as such.

The primary reason for this is the nature of our business. Everything we do is on a project-by-project basis and the scope of every project is different. Over the years we have developed a schedule of standard rates which we use when we estimate our fees for a project. However, even though we have in place this standard fee schedule, our expenses (both in terms of time and direct expenses) vary widely between projects. For example, we charge our clients the same rates for the conduct of manual turning movement counts in Pasadena as for exactly the same services in Long Beach even though it costs us about 20% more to work in Long Beach.

There can also be quite dramatic differences in the direct labor it takes to conduct certain surveys again even though we charge our clients the same fees. For example, the time it takes to quality control the counts at a single stand-alone intersection is very different from the time it takes to quality control data for 2 adjacent or nearby intersections. And this time utilization can increase quite dramatically depending on the length of a survey corridor or grid as we then have to conduct additional aerial reviews in order to better understand the ambient conditions that generate the data we are reviewing. Yet our unit fee for both conditions is the same.

It is because of reasons such as this that we are unable to create a fee quote that reflects the individual time utilization and expenses associated with a project. Instead, we base almost all of our services on an all-inclusive unit fee for the time spent by our technicians for the conduct of the surveys.

EXHIBIT 10-H SAMPLE COST PROPOSAL

Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant or Subconsultant WILTEC Contract No. _____ Date June 12, 2014

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
				Not Applicable							
PRIME TOTAL ODCs =				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

DOING BUSINESS WITH US

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L.A. county
ONLINE
To Enrich Lives Through Effective and Caring Service
**Search for a
Closed Bid**

A	B	C	D	E	F
G	H	I	J	K	L
M	N	O	P	Q	R
S	T	U	V	W	X
Y	Z				All

Award information has not been added at this time.

Bid Information

Search By

Bid Number ▼

AED7739826

Sort By

Bid Number ▼

Bid Number : AED7739826

Bid Title : As-needed Engineering Design and Support Services for the Road/Flood Control Construction Programs

Bid Type : Service

Department : Public Works

Commodity : CONSULTING SERVICES - ENGINEERING

Open Date : 9/25/2012

Closing Date : 10/23/2012 3:00 PM

Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A

Bid Download : Not Available

Bid Description : The Consultant, under the County's formal direction, shall provide support services for project identification, program development, project management, project design, and project scheduling and delivery as a member of the County of Public Works Project Delivery Team.

The objective of this solicitation is to select up to three (3) firms that are best qualified to provide the requested services. The contract period will be for three (3) years commencing on the issuance of the first Notice to Proceed, with two (2) one (1) year options to extend the contract at the County's discretion. Each selected consultant will be awarded a contract for a not to exceed amount of \$5 Million Dollars.

Consultants should be prepared to follow federal laws, ordinances, and guidelines for services for projects funded by federal funding. References to the Caltrans Local Assistance Procedures Manual in this Request for Proposals (RFP) are included to prepare for federally funded work.

Copies of the RFP can be downloaded for free at the website below. Proposers are advised to check the site frequently for any Notice to Proposers that may be issued for this project.

<http://dpw.lacounty.gov/general/contracts/opportunities/>

Contact Name : Ivonne Pena

Contact Phone# : (626) 458-2585

Contact Email : ipena@dpw.lacounty.gov
Last Changed On : 9/26/2012 6:39:23 AM

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